

ARTICLE 13
HOUSING AND URBAN RENEWAL
(Current through December 31, 2005)

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DIVISION I: GENERAL ADMINISTRATION**SUBTITLE 1
BALTIMORE HOUSING AUTHORITY****§ 1-1. 1937 Resolution No. 6 — confirmed.**

Said ordinance known as Resolution No. 6 of the Mayor and City Council of Baltimore, approved by Howard W. Jackson, Mayor, December 13th, 1937, is hereby ratified and confirmed.
(*City Code, 1950, art. 14, §1; 1966, art. 13, §1; 1976/83, art. 13, §1.*) (*Ord. 40-183.*)

§ 1-2. 1937 Resolution No. 6 — effective date.

Said ratification and confirmation shall take effect as and from December 13, 1937.
(*City Code, 1950, art. 14, §2; 1966, art. 13, §2; 1976/83, art. 13, §2.*) (*Ord. 40-183.*)

§ 1-3. 1937 Resolution No. 6 — need for Authority.

Insanitary and unsafe dwelling accommodations exist in Baltimore City; there is a shortage of safe and sanitary dwellings in said City available to persons of low income at rentals they can afford; there is need for a Housing Authority as defined in Chapter 517 of the Acts of the General Assembly of Maryland of 1937, to function in Baltimore City, and such needs existed prior to and since December 13th, 1937, and still exist.
(*City Code, 1950, art. 14, §3; 1966, art. 13, §3; 1976/83, art. 13, §3.*) (*Ord. 40-183.*)

§ 1-4. 1938 Agreement with Housing Authority.

The Mayor and City Council of Baltimore does hereby ratify and confirm the agreement dated June 27, 1938, entered into by and between the Mayor and City Council of Baltimore and the Housing Authority of Baltimore City, a body corporate, said agreement being as follows:

This Agreement, made and entered into this twenty-seventh day of June, nineteen hundred and thirty-eight, by and between the Mayor and City Council of Baltimore, party to the first part (hereinafter called the “City”), and the Housing Authority of Baltimore City, a body corporate, created under Section 4, Chapter 517, Laws of Maryland, 1937, party to the second part (hereinafter called the “Authority”), Witnesseth:

Whereas, the United States Housing Authority (a body corporate of perpetual duration created under the United States Housing Act of 1937, Public No. 412, Seventy-Fifth Congress, approved September 1, 1937, and hereafter called the “USHA”) is authorized by the United States Housing Act of 1937 to make annual contributions to public housing agencies to assist in achieving and maintaining the low-rent character of their housing projects, and

Whereas, the United States Housing Act of 1937 provides that no part of such annual contributions by the USHA shall be made available for any project unless and until the State, City, County, or other political subdivision in which the project is situated shall contribute in the form of cash or tax remissions, general or special, or tax exemptions, at least twenty per centum (20%) of the annual contributions therein provided; and

Whereas, the Authority and the USHA have entered into a contract dated June 13, 1938 (hereinafter called the “Annual Contributions Contract”); and

Whereas, Chapter 517 and Chapter 518, Laws of Maryland, 1937 provide that the property of an authority is declared to be public property used for essential public and governmental purposes and that such property and an authority shall be exempt from all taxes and special assessments of the City, the State or any political subdivision

thereof; provided, however, that an authority shall pay to the City or political subdivision of the State (a) a sum which is fixed by said City or political subdivision to be paid to it annually by the authority in respect to each housing project in lieu of taxes; or (b) a sum, if any, which said City or political subdivision has agreed to accept in respect to a project or projects in lieu of taxes; provided further, however, that the sum to be paid to the City or political subdivision shall not exceed an amount equal to the regular taxes levied upon similar property.

Now, therefore, in consideration of the premises it is mutually agreed between the parties hereto as follows:

- (1) The following terms, whenever used in this Agreement, shall have the following meaning:
 - (a) The term "Local Annual Contribution for any year" shall mean an amount equal to:
 - (i) the amount which the City would levy for that year (by means of taxes and special assessments for or with respect to any project or projects) if such project or projects and the Authority were operated by private enterprise and subject to normal taxation and assessment, less
 - (ii) the payment in lieu of taxes which the Authority agrees to make pursuant to the provisions of this Agreement.
 - (b) The terms "Federal Annual Contribution" shall mean the amount of annual contribution payable to the Authority by the USHA under the Annual Contributions Contract for the purpose of aiding the Authority in achieving the low-rent character of any project.
 - (c) The term "project" shall mean any of the low-rent housing projects covered by the Annual Contributions Contract.
- (2) Subject to the terms and conditions of this Agreement, the Authority shall pay to the City annually in lieu of taxes in respect to each project developed and administered by it a sum equal to four per centum (4%) of the aggregate amount of shelter rent (defined to mean and include the total amount of all rents chargeable, excluding the charges for utilities such as heat, electricity, gas and water) chargeable by the Authority for the dwelling units in such project during the ensuing calendar year, such payments to commence as to each project on the first day of January next succeeding the date when such project was physically completed and ready for occupancy and to continue annually thereafter; provided, however, that on the date of the first payment, as above required, the Authority shall also pay to the City in respect to each project developed and administered by it a sum equal to four per centum (4%) of the aggregate amount of shelter rent (as above defined) chargeable by the Authority for the dwelling units in such project during the portion of the preceding calendar year that such project was completed and ready for occupancy.
- (3) In the event a Local Annual Contribution for any year, plus the amount which the State of Maryland would levy for that year (by means of taxes and special assessments for or with respect to any project or projects) if such project or projects were operated by private enterprise and subject to normal taxation and assessment, shall equal an amount which is less than twenty per centum (20%) of the Federal Annual Contribution for that year and such deficiency is not supplied by cash furnished by the State of Maryland or by the City, then and in that event the City shall waive the right to such portion of the amount payable in lieu of taxes for that year as is necessary to assure that such Local Annual Contribution for that year will be equal, as near as may be, to not less than twenty per centum (20%) of such Federal Annual Contribution for that year.
- (4) Actual residents of the City who from time to time shall be and become tenants in the projects shall be entitled to the same privileges, no more nor less, in respect to municipal and educational services and facilities furnished free by the City, as other actual residents of the City.
- (5) Any provision of this Agreement to the contrary notwithstanding, if the USHA shall decrease the amount of the Federal Annual Contribution to the Authority with respect to any project to an amount less than Seven Hundred and Ten Thousand Dollars (\$710,000.00), or less than three and one-half per centum (3½%) of the actual development cost of such project as determined by the USHA, whichever sum is lower, then, and in that event, the Authority shall in addition to the sum payable under Paragraph 2 hereof pay to the City for each and every year in which such decrease shall be operative and at the times specified in said paragraph a sum equal to twenty per centum (20%) of each and every such decrease until the amount of the Local Annual Contribution for the year in which such decrease becomes effective shall equal the amount of the

Federal Annual Contribution for that year; provided, however, in the event of each and every such decrease below such equalized contributions the amount payable to the City by the Authority shall be augmented by an amount equal to the amount of such decrease below such equalized figure.

- (6) Any provisions of this Agreement to the contrary notwithstanding, if the USHA shall decrease the amount of the Federal Annual Contribution pursuant to the provisions of Paragraph 5 of this Agreement and shall thereafter increase the amount of the Federal Annual Contribution then and in that event for each and every year in which such increase shall be operative the Authority shall subtract from the sums payable under Paragraphs 2 and 5 hereof a sum equal to the amount of such increase until the amount of the Federal Annual Contribution shall equal the figure at which under Paragraph 5 hereof the Federal Annual Contribution equaled the Local Annual Contribution. After the amount of the Federal Annual Contribution shall have been increased to the amount specified above and in the event that further increases in the Federal Annual Contribution shall be made, then and in that event the Authority for each and every year in which such further increase shall be operative shall deduct from the amount payable under Paragraphs 2 and 5 hereof an additional sum which shall be equal to twenty per centum (20%) of any such further increase. In no event shall the amount payable by the Authority to the City be less than the amount provided for in Paragraph 2 of this Agreement.
- (7) Any provisions of this Agreement to the contrary notwithstanding, if with respect to any project the Federal Annual Contributions shall for any reason whatsoever be finally terminated, then as to such project this Agreement shall cease and terminate and shall be of no force or effect.
- (8) Any provisions of this Agreement to the contrary notwithstanding, if title to any project developed and administered by the Authority shall for any reason cease to be held by the Authority or a governmental entity or public body which, under the Laws of Maryland, is authorized to engage in the development and administration of low-rent housing projects, then as to such project this Agreement shall cease and terminate and shall be of no force or effect.
- (9) Except as otherwise provided in Paragraphs 7 and 8 hereof, this Agreement shall remain in full force and effect so long as any of the bonds issued by the Authority to assist in the development of the projects shall remain outstanding, but in no event beyond August 1, 1998.
- (10) It is further understood and agreed that each of the parties hereto is a corporation existing under the laws of the State of Maryland, and consequently can only exercise those powers expressly granted or implicit in the powers granted; that the only laws authorizing the City to enter into this Agreement are found in Chapters 517 and 518, Laws of Maryland, 1937, and in no case shall the City be liable under this Agreement except under the provisions of said Chapters 517 and 518.
- (11) This Agreement shall not become binding upon the City until approved by an Ordinance of the Mayor and City Council of Baltimore.

In Witness Whereof, the Mayor and City Council of Baltimore has caused these presents to be signed by Howard W. Jackson, Mayor, duly attested by the Deputy City Register; and the Housing Authority of Baltimore City has caused the same to be executed on its behalf by its five Commissioners.

Attest:
(signed) M. Epple,
Deputy City Register.

Mayor and City Council of Baltimore,
By (signed) Howard W. Jackson, Mayor.

Attest:
(signed) C. W. Perkins,
Executive Director.

Housing Authority of Baltimore City,
By (signed) James R. Edmunds, Jr., Chairman
(signed) George W. Smith
(signed) Samuel H. Hoffberger
(signed) George Mantz
(signed) George B. Murphy
Commissioners.

Approved as to form and legal sufficiency this 27th day of June, nineteen hundred and thirty-eight.
(signed) Lawrence B. Fenneman, Deputy City Solicitor.

Submitted to and approved by the Board of Estimates this 27th day of June, nineteen hundred and thirty-eight.
(signed) George Sellmayer, President.
(signed) Howard W. Jackson, Mayor.
(signed) R. Walter Graham, Comptroller.
(signed) Lawrence B. Fenneman, Deputy City Solicitor.
(signed) B. L. Crozier, Chief Engineer.

(City Code, 1950, art. 14, §4; 1966, art. 13, §4; 1976/83, art. 13, §4.) (Ord. 38-783.)

§ 1-5. 1939 Supplemental Agreement.

The Mayor and City Council of Baltimore does hereby ratify and confirm the supplemental agreement, dated June 27, 1939, entered into by and between the Mayor and City Council of Baltimore and the Housing Authority of Baltimore City, a body corporate, said supplemental agreement being as follows:

This Supplemental Agreement, made and entered into this 27th day of June, nineteen hundred and thirty-nine, by and between the Mayor and City Council of Baltimore, party of the first part (hereinafter called the "City"), and the Housing Authority of Baltimore City, a body corporate, created under Section 4, Chapter 517, Laws of Maryland, 1937, party of the second part (hereinafter called the "Authority");

Whereas, the Authority and the United States Housing Authority entered into an Annual Contributions Contract dated June 13, 1938; and

Whereas, the City and the Authority entered into an agreement dated June 27, 1938, which said agreement was ratified and confirmed by Ordinance No. 783 of the Mayor and City Council of Baltimore, approved June 30, 1938; and

Whereas, the Annual Contributions Contract dated June 13, 1938, between the Authority and the United States Housing Authority and referred to in said agreement dated June 27, 1938, between the City and the Authority, has been amended by a superseding Annual Contributions Contract, dated December 14, 1938, between the Authority and the United States Housing Authority; and

Whereas, it is necessary and desirable that the City and the Authority amend the said agreement dated June 27, 1938.

Witnesseth Now, Therefore, in consideration of the premises, it is mutually agreed between the parties hereto as follows:

- (1) Paragraph 2 of said Agreement dated June 27, 1938, is hereby amended by striking out said entire paragraph and inserting in lieu thereof the following:

"Subject to the terms and conditions of this Agreement, the Authority shall pay to the City annually in lieu of taxes in respect to each project developed and administered by it, a sum equal to three and nine-tenths per centum (3.9%) of the aggregate amount of shelter rent (defined to mean and include the total amount of all rents chargeable, excluding the charges for utilities such as heat, electricity, gas and water) chargeable by the Authority for the dwelling units in such project during the ensuing calendar year, such payments to commence as to each project on the first day of January next succeeding the date when such project was physically completed and ready for occupancy and to continue annually thereafter; provided, however, that on the date of the first payment, as above required, the Authority shall also pay to the City in respect to each project developed and administered by it a sum equal to three and nine-tenths per centum (3.9%) of the aggregate amount of shelter rent (as above defined) chargeable by the Authority for the dwelling units in such project during the portion of the preceding calendar year that such project was completed and ready for occupancy."

- (2) Paragraph 5 of said Agreement dated June 27, 1938, is hereby amended by striking out in the fourth line of said paragraph the words and figures "Seven Hundred and Ten Thousand Dollars (\$710,000.00)" and

inserting in lieu thereof the words and figures "Nine Hundred Twenty-three Thousand Six Hundred and Eighty-Five Dollars (\$923,685.00)".

- (3) Paragraph 9 of said Agreement dated June 27, 1938, is hereby amended by striking out the last line of said paragraph the word and figures "August 1, 1998" and inserting in lieu thereof the word and figures "January 1, 1999".

In Witness Whereof, the Mayor and City Council of Baltimore has caused these presents to be signed by Howard W. Jackson, Mayor, and its corporate seal hereunto affixed, duly attested by M. Epple, Deputy City Register; and the Housing Authority of Baltimore City has caused the same to be executed on its behalf by its Five Commissioners, and its corporate seal hereunto affixed, duly attested by its Executive Director.

Attest:
(signed) M. Epple,
Deputy City Register.

Mayor and City Council of Baltimore,
By (signed) Howard W. Jackson, Mayor.

Attest:
(signed) Geo. Dillehunt,
Assistant Executive Director.

Housing Authority of Baltimore City,
By (signed) James R. Edmunds, Jr., Chairman
(signed) George W. Smith
(signed) Samuel H. Hoffberger
(signed) George C. Mantz
(signed) George B. Murphy
Commissioners.

Approved as to form and legal sufficiency this 29th day of June, nineteen hundred and thirty-nine.
(signed) Charles C. G. Evans, City Solicitor.

Submitted to and approved by the Board of Estimates this 27th day of June, nineteen hundred and thirty-nine.

President.
(signed) Howard W. Jackson, Mayor.
(signed) R. Walter Graham, Comptroller
(signed) Charles C. G. Evans, City Solicitor
(signed) Frank K. Duncan, Chief Engineer.

Approved by Board of Estimates June 27, 1939.
(signed) A. L. Dell, Deputy Comptroller.

(City Code, 1950, art. 14, §5; 1966, art. 13, §5; 1976/83, art. 13, §5.) (Ord. 39-027.)

§ 1-6. 1940 Amendatory Agreement.

The following agreement is hereby ratified and confirmed:

This Amendatory Agreement made and entered into this 22nd day of November, 1940, by and between the Mayor and City Council of Baltimore, party of the first part (hereinafter called the "City") and the Housing Authority of Baltimore City, a body corporate created under Section 4, Chapter 517, Laws of Maryland, 1937, party of the second part (hereinafter called the "Authority").

Whereas, the Authority and the United States Housing Authority (a body corporate of perpetual duration created under the United States Housing Act of 1937, Public No. 412, Seventy-Fifth Congress, and hereinafter called the "USHA") entered into a certain Annual Contributions Contract, dated June 13, 1938; and

Whereas, the City and the Authority entered into an Agreement dated June 27, 1938, which said Agreement was approved by the Board of Estimates of the Mayor and City Council of Baltimore on June 27, 1938 and was ratified and confirmed by Ordinance No. 783 of the Mayor and City Council of Baltimore, approved June 30, 1938; and

Whereas, that certain Annual Contributions Contract, dated June 13, 1938, between the Authority and the USHA and referred to in said Agreement, dated June 27, 1938, between the Authority and the City was amended by a superseding Annual Contributions Contract, dated December 14, 1938, between the Authority and the USHA; and

Whereas, that certain Agreement, dated June 27, 1938, between the City and the Authority was amended by a Supplemental Agreement entered into by and between the City and the Authority dated June 27, 1939, which said Supplemental Agreement was approved by the Board of Estimates of the Mayor and City Council of Baltimore on June 27, 1939 and was ratified and confirmed by Ordinance No. 27, approved July 10, 1939; and

Whereas, the Authority and the USHA have found it necessary and desirable, in order to take advantage of the present going Federal rate of interest of two per centum (2%) which is the lowest the going Federal rate of interest has been since the passage of the United States Housing Act of 1937, and thus permit the Authority to reduce its interest costs by one-half of one per centum ($\frac{1}{2}\%$) to terminate the Loan Contract, dated December 14, 1938, between the Authority and the USHA, to terminate the Annual Contributions Contract, dated December 14, 1938, between the Authority and the USHA and to enter into a new Contract for Loan and Annual Contributions, dated November 22, 1940, based on the going Federal rate of interest on said November 22, 1940; and

Whereas, it is therefore necessary and desirable that the City and the Authority further amend said Agreement, date June 27, 1938, as amended by said Supplemental Agreement, dated June 27, 1939;

Now, Therefore, in consideration of the premises, it is mutually agreed between the parties hereto as follows:

- (1) The term "Annual Contributions Contract" as used in the Agreement between the parties hereto, dated June 27, 1938, as amended by the Supplemental Agreement between the parties hereto, dated June 27, 1939, shall mean the Contract for Loan and Annual Contributions, dated November 22, 1940, between the Authority and the USHA.
- (2) Paragraph 5 of said Agreement dated June 27, 1938, as amended by Paragraph 2 of said Supplemental Agreement dated June 27, 1939, is hereby amended by striking out in the fourth and fifth lines of said Paragraph 5 the words and figures "Nine Hundred Twenty-Three Thousand Six Hundred Eighty-Five Dollars (\$923,685), or less than three and one-half per centum ($3\frac{1}{2}\%$)" and inserting in lieu thereof the words and figures "Eight Hundred Thirty-Nine Thousand Seventy Dollars (\$839,070), or three per centum (3%)".
- (3) Paragraph 9 of said Agreement dated June 27, 1938, as amended by Paragraph 3 of said Supplemental Agreement dated June 27, 1939, is hereby amended by striking out in the last line thereof the word and figures "January 1, 1999" and inserting in lieu thereof the word and figures "December 31, 2000".

In Witness Whereof, the Mayor and City Council of Baltimore has caused these presents to be signed by Howard W. Jackson, Mayor, and its corporate seal to be hereunto affixed and duly attested by M. Epple, the Deputy City Register, and the Housing Authority of Baltimore City has caused the same to be executed on its behalf by its five Commissioners, and its corporate seal to be hereunto affixed and duly attested by its Executive Director.

Attest (Seal):
M. Epple,
Deputy City Register.

Mayor and City Council of Baltimore,
By Howard W. Jackson, Mayor.

Attest (Seal):
Y. W. Dillehunt,
Executive Director.

Housing Authority of Baltimore City,
By James R. Edmunds, Jr., Chairman.
George M. Smith, Commissioner.
George C. Mantz, Commissioner.
Samuel H. Hoffberger, Commissioner.
George B. Murphy, Commissioner.

Approved as to form and legal sufficiency this 22nd day of November, 1940.
Charles C. G. Evans, City Solicitor.

Submitted to and approved by the Board of Estimates of Baltimore City this 22nd day of November, 1940.

Richard C. O'Connell, President.

Howard W. Jackson, Mayor.

R. Walter Graham, Comptroller.

Charles C. G. Evans, City Solicitor.

George Cobb, Chief Engineer.

(City Code, 1950, art. 14, §6; 1966, art. 13, §6; 1976/83, art. 13, §6.) (Ord. 41-435.)

§ 1-7. 1942 Agreement with Housing Authority.

The Mayor and City Council of Baltimore does hereby ratify and confirm the Agreement dated December 11th, 1942, entered into by and between the Mayor and City Council of Baltimore and the Housing Authority of Baltimore City, a body corporate, said Agreement being as follows:

This Agreement, made and entered into this 11th day of December, one thousand nine hundred and forty-two, by and between the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, hereinafter called the "City", and the Housing Authority of Baltimore City, a public body corporate and politic, hereinafter called the "Authority".

Whereas, the Authority, by virtue of Chapter 517, etc. of the Acts of the General Assembly of Maryland of 1937, was created and authorized to engage in slum clearance and low rent housing activities in and around the City of Baltimore, and the said Authority has erected, or is in the process of erecting, certain projects known as follows:

MD-2-1, MD-2-2, MD-2-3, MD-2-4, MD-2-5, MD-2-6, MD-2-9, and MD-2-10, and

Whereas, in accordance with the law, and also in accordance with a certain contract entered into between the Authority and the United States Housing Authority, the Authority did enter into a certain contract with the City providing for payments in lieu of taxes and for the furnishing of municipal services to the said projects, which said contract was dated the twenty-seventh day of June, in the year 1938, and was ratified on behalf of the City by Ordinance No. 783, approved June 30th 1938, as said contract was later amended by a contract dated the twenty-seventh day of June, in the year 1939, ratified by Ordinance No. 27, approved July 10th, 1939, and as said contract was later amended by a contract, dated the twenty-second day of November, in the year 1940, ratified by Ordinance No. 435, approved April 15, 1941; and

Whereas, by virtue of Chapter 562 of the Acts of the General Assembly of Maryland of 1941, the Authority is given the power and is now operating or is about to operate certain of said projects for war housing purposes under the provisions of Title No. 2, Public No. 671, Seventy-Sixth Congress of the United States, which said projects so authorized to be used at present are:

MD-2-3, MD-2-6, MD-2-9, and MD-2-10,

hereinafter referred to as 671 Projects; and

Whereas, it is the desire and intent of the parties to nullify said contract above referred to and to substitute therefor this Agreement so as to provide for payments in lieu of taxes during the period of the war housing emergency, on such of said projects as may be operated by the Authority under Chapter 562 of the Acts of the General Assembly of Maryland of 1941, and under Title No. 2, Public No. 671, Seventy-Sixth Congress of the United States, for war housing purposes, and after said emergency period for payments in lieu of taxes on such of said projects as would thereafter be used for slum clearance and low-cost housing purposes, and further to make provisions for payments in lieu of taxes on such of said projects as are now used or hereafter intended to be used for slum clearance and low-cost housing purposes, all of which provisions are more particularly set forth and described hereinafter;

Now, Therefore, in consideration of the mutual covenants and agreements herein set forth, and of other good and valuable considerations mutually exchanged, receipt of which is hereby acknowledged, the parties do covenant and agree as follows:

(1) The following terms, whenever used in this Agreement, shall have the following meaning:

- (a) The term “Project” shall mean a subdivision of the Authority’s entire housing program to which subdivision the Federal Public Housing Authority has assigned a separate project number and/or which is commonly designated or known by a single project name (i.e. Project No. MD-2-1, known as “Latrobe Homes”).
 - (b) The term “Physically Completed” shall mean with respect to any project the day upon which all dwellings in the project are accepted by the Authority as ready for tenant occupancy, as evidenced by a written Agreement to this effect between the Authority and the Building Contractor, although at the time certain final work such as landscaping and yard work may not be completed, and further, the dwellings so accepted may not be entirely occupied by Tenants.
 - (c) The term “Physically completed and occupied” shall mean with respect to any project the day upon which all dwellings in the project are “Physically completed” as defined above, and in addition thereto, are 95% occupied by Tenants of the Authority as evidenced by executed leases and initial payments of rent from such tenants in the possession of the Authority.
 - (d) The term “Contract for Loan and Annual Contributions” shall mean the contract so named, dated November 22, 1940, between the Authority and the United States Housing Authority (which latter agency is now designated as the Federal Public Housing Authority) as amended, revised and modified now and hereafter.
 - (e) The term “Year” or “Fiscal Year” shall mean the Fiscal year as fixed by the Authority for project accounting and operating purposes.
 - (f) The term “Service Charge” hereinafter described, shall mean the annual payments made by the Authority to the City, as a payment in lieu of taxes for municipal services and facilities with or in respect to any project.
 - (g) The term “Shelter Rent Chargeable” shall mean with respect to any project the total amount of Dwelling Rent Income as determined by the Authority, which is the amount of Rent that could be obtained from the dwellings if they were fully occupied, less that portion of “Dwelling Rent Income” which is designated by the Authority as the amount chargeable for utilities such as, but not limited to, heat, electricity, gas and water known as the “Utility Charge Schedule” on the books of the Authority.
 - (h) The term “War Housing Period” shall mean the period during which there exists an acute need for housing in and about Baltimore City of dwellings for persons engaged in National Defense activities — all as determined by the President of the United States.
- (2) Subject to the terms of the Agreement, the Authority will pay to the City annually, with respect to each Project, a “Service Charge” as hereinafter described, as a payment in lieu of taxes for municipal services and facilities furnished with or in respect to the Project. A service charge shall be paid for each Project for each fiscal year or portion thereof, commencing with the date of this Agreement. The Service Charge to be paid to the City for municipal services rendered in each fiscal year shall be as follows:
- (a) For all Projects developed under the United States Housing Act of 1937, Public No. 412, Seventy-Fifth Congress, including but not limited to Projects Nos. MD-2-1, 2-2, 2-4 and 2-5 for each year beginning with the date of this contract, an amount equal to one sixth (1/6) of the amount as determined by the Authority, which is available at the end of such fiscal year for the reduction, pursuant to the Contract for Loan and Annual Contributions relating to said Projects, in the maximum annual contribution payable to the Authority by the Federal Public Housing Authority, hereinafter sometimes referred to as the FPHA, on the annual contribution payment date next succeeding the end of that fiscal year, or an amount equal to five per cent of the established shelter rent chargeable, whichever amount is the greater, provided, however, that no charges shall begin to accrue and no payment shall be made hereunder on any Project until such Project is physically completed and occupied.
 - (b) For all Projects developed under Title 2, Public No. 671, Seventy-Sixth Congress, including but not limited to Projects Nos. MD-2-3, 2-6, 2-9 and 2-10 for each year beginning with the date of this contract and continuing for the War Housing Period, the full amount of the net revenues of the Projects as payment in lieu of taxes, provided, however, that said payment shall not be greater than the taxes which would be paid upon said Projects if they were not exempt from taxation with an appropriate

allowance for the amount of the cost to the Federal Government to the Authority for lighting streets, and provided, further, that such payment in any year shall not be less than one-sixth (1/6) of the amount of the difference between the maximum amount of FPHA annual contributions permitted by Statute and the actual FPHA annual contribution which would be needed in such year if no payment in lieu of taxes were to be made, provided, however, that no charges shall begin to accrue and no payment shall be made hereunder on any project until such project is physically completed and occupied. "Net Revenue" as used above shall mean all revenues (excluding FPHA annual contributions) of the Projects, less operating expenses (including reserve but excluding payments in lieu of taxes) and less actual "Debt Service". "Debt Service" prior to permanent financing shall mean actual interest accrued, plus amortization of the development cost at 0.84% per annum; subsequent to permanent financing it shall, for any year, mean the Bond Service Requirement for such year. For each fiscal year after the War Housing Period, payments in lieu of taxes shall be made on said Projects in the same manner and amount as is provided in paragraph 2 (a) hereof.

- (3) In the event any payment pursuant to Section 2(a) and 2(b) would reduce the Local Contribution for the period involved to less than twenty per centum (20%) of the actual FPHA annual contribution as of the annual contribution payment date next succeeding the end of that fiscal year, the Service Charge to be paid to the City for that fiscal year shall be reduced by such amount as may be necessary to assure that such Local Contribution will not be less than twenty per centum (20%) of said actual FPHA annual contribution.
- (4) The Service Charge as provided for in Paragraphs 2 (a) and 2(b) hereof, shall be paid to the City within three (3) months after the termination of the fiscal year with respect to which said service charge is being paid.
- (5) The City agrees to accept the payments as provided herein in lieu of all taxes as provided under Section 21 of Chapter 517 of the Acts of the General Assembly of the State of Maryland, 1937, and in lieu of any and all amounts provided in any other agreement or agreements between the City and the Local Authority for the payment of any sums in lieu of taxes (except as provided in Section 6), and further to furnish without charge (other than said Service Charge) the usual municipal services and facilities which are or may be furnished without charge for other dwellings and inhabitants in the City. In the event that any one or more of said services is not furnished by the City, then the cost to the Authority, or the Federal Government shall be deducted from the next service charge.
- (6) The Cooperation Agreement dated June 27, 1938, the Supplemental Agreement dated June 27, 1939, and the Amendatory Agreement dated November 22, 1940, between the City and the Authority, are hereby superseded and cancelled and the Authority shall be under no obligation to make any payments under said prior Agreements except the payment of 3.9% of the aggregate amount of shelter rent chargeable by the Authority for the dwelling units in such Projects accumulated to the date of this Agreement.
- (7) The City and the Authority agree that this Agreement shall not be abrogated, changed or modified so long as any bonds or other obligations issued to aid in financing the development of any Project or Projects to which this Agreement relates or any bonds or obligations issued to refund such bonds or obligations shall remain outstanding and unpaid and so long as the title to said Project or Projects (except for the lien or title conveyed to secure any bonds or other evidence of indebtedness issued to aid in the financing of the Project or Projects, or to secure any bonds or other evidences of indebtedness) is held by the Authority or some other public body or governmental agency authorized by law to engage in the development or administration of low-rent housing projects.

In Witness Whereof, the Mayor and City Council of Baltimore and the Commissioners of the Housing Authority of Baltimore City have respectively caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, all as of the date hereinabove written.

Attest:
E. H. Beer, City Register.

Mayor and City Council of Baltimore,
By Howard W. Jackson, Mayor.

Attest:
Y. W. Dillehunt,
Executive Director.

Housing Authority of Baltimore City,
By Cleveland R. Bealmear, Chairman
George M. Smith
George C. Mantz
Samuel H. Hoffberger
George B. Murphy
Commissioners.

Approved as to form and legal sufficiency, this 11th day of December, nineteen hundred and forty-two.
F. Murray Benson, City Solicitor.

Submitted to and approved by the Board of Estimates this 11th day of December, nineteen hundred and forty-two.

President.

Howard W. Jackson, Mayor,
Allan L. Dell, Comptroller,
F. Murray Benson, City Solicitor,
George Cobb, Chief Engineer.

(City Code, 1950, art. 14, §7; 1966, art. 13, §7; 1976/83, art. 13, §7.) (Ord. 42-870.)

§ 1-8. 1950 Agreement — authorization; text.

Editor's Note: The following Cooperation Agreement has since been amended and extended by Ord. 70-791, Ord. 77-293, Ord. 81-292, and Ord. 05-028.

The Mayor and City Council of Baltimore does hereby approve and authorize on behalf of the City by the Mayor of an Agreement to be entered into by and between the Mayor and City Council of Baltimore and the Housing Authority of Baltimore City, a body corporate, said Agreement as follows:

This Agreement entered into this ____ day of _____, 1950, by and between The Housing Authority of Baltimore City (herein called the "Authority") and the Mayor and City Council of Baltimore City (herein called the "City"), witnesseth:

Whereas, in accordance with Article 44A of the Code of Public General Laws of Maryland, the Authority proposes to enter into one or more contracts with the Public Housing Administration (herein called the "PHA"), for loans and annual contributions in connection with the development and/or administration of an expanded low-rent housing and slum clearance program, all pursuant to the United States Housing Act of 1937, as amended (herein called the "Act"); and

Whereas, the City has adopted Resolution Number 1477 approving an expansion of the Authority's program by not to exceed 10,000 dwelling units of low-rent public housing, and declaring the City's intention of entering into a Cooperation Agreement with the Authority as required by the Act; and

Whereas, the City is desirous of assisting and cooperating with the Authority in such undertakings and of complying with the applicable provisions of the Act:

Now, Therefore, in consideration of the mutual covenants hereinafter set forth, the Authority and the City do agree:

(1) Whenever used in this Agreement:

- (a) The term "Project" shall mean any subdivision of the Authority's low-rent housing program, within the limitation of the 10,000 dwelling units approved by said Resolution Number 1477 located within the corporate limits of Baltimore City and designated as a Project by the Authority, the site or sites for which have been approved by the City Council of Baltimore, except that for the purpose of this Agreement no low-rent housing completed as of the date of this Agreement shall be considered as a

Project or as a part of a Project. A Project will generally be located on a single site, but may be on scattered sites.

- (b) The term “Shelter Rent” shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Authority of all dwelling and non-dwelling utilities.
 - (c) The term “Slum” means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.
 - (d) The term “Physically Completed” shall mean with respect to any project the day upon which all dwellings in the project are accepted by the Authority as ready for tenant occupancy, as evidenced by a written Agreement to this effect between the Authority and the Building Contractor, although at the time certain final work such as landscaping and yard work may not be completed, and further, the dwellings so accepted may not be entirely occupied by Tenants.
 - (e) The term “Physically completed and occupied”, shall mean with respect to any project the day upon which all dwellings in the project are “Physically completed” as defined above, and in addition thereto, are 80% occupied by Tenants of the Authority as evidenced by executed leases and initial payments of rent from such tenants in the possession of the Authority.
- (2) The Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and undertake to develop and administer one or more Projects.
- (3) (a) Under Article 44A of the Code of Public General Laws of Maryland, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by the City, the State or any political subdivision thereof; and, with respect to any Project, so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Authority with respect thereto. During such period, the Authority shall make annual payments (herein called “Payments in Lieu of Taxes”) in lieu of such taxes and special assessments and in payment for public services and facilities furnished for or with respect to such Project. Each such annual Payment in Lieu of Taxes shall be made not later than 90 days after the end of the fiscal year established by the Authority for such Project, and shall be in an amount equal to ten per cent (10%) of the aggregate Shelter Rent charged by the Authority in respect to such Project during such fiscal year; provided, however, that upon failure of the Authority to make any such Payment in Lieu of Taxes, no lien against any Project or assets of the Authority shall attach, and provided further that no charges shall begin to accrue and no payment shall be made hereunder on any Project until such Project is physically completed and occupied, as defined in Section 1(e) of this Agreement; provided, further, that no payment for any year shall be made to the City in excess of the amount of the real property taxes which would have been paid to the City for such year if the Project were not exempt from taxation.
- (b) Subject to the provisions of Section 10(g) and 15(8)(b) of the Act of Congress known as the United States Housing Act of 1937, as amended, no tenant shall be accepted as a tenant in any of the Projects covered by this Agreement unless, at the time of selection for acceptance, such tenant is a person of low income as defined in Section 3(j) of Article 44A of the Code of Public General Laws of Maryland.
- (c) Prior to the occupancy of any Project and at least once in each year during which this Agreement shall remain in full force and operation, the Authority will submit to the City Council of Baltimore the following:
- (i) The rent schedules established by the Authority for any such Project, and any alterations, amendments or changes in such rent schedules.
 - (ii) A statement showing the basis upon which the Authority has determined its compliance with Section (7)(b)(ii) of Section 15 of the United States Housing Act of 1937, as amended, requiring

that there be a gap of at least 20 per centum between the upper rental limits for admission to projects and the lowest rents at which private enterprise unaided by a public subsidy is providing (through new construction and available existing structures) a substantial supply of decent, safe, and sanitary housing toward meeting the need of an adequate volume thereof.

- (4) The City agrees that, subsequent to the date of initiation (as defined in the Act) of each Project and within five years after the completion thereof there has been or will be elimination (as approved by the PHA) by demolition, condemnation, or compulsory repair or improvement, of unsafe dwelling units, as certified by the Bureau of Building Inspection, or insanitary dwelling units, as certified by the Health Department situated in the corporate limits of the City substantially equal in number to the number of newly constructed dwelling units provided by such Project and the City further agrees that for each two newly constructed dwelling units on vacant land in any Councilmanic District, an unsafe or insanitary dwelling unit in such District shall be demolished, condemned, repaired or improved, provided there be a sufficient number of unsafe or insanitary dwelling units in such District for this purpose; provided, however, that the obligation of the City to effect the equivalent elimination herein provided shall not be abridged or restricted hereby; provided, that where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and provided further, that this Paragraph 4 shall not apply in the case of any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing constructed under the Act.
- (5) During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Authority and the PHA for loans or annual contributions, or both, with respect to such Project shall remain in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, the City, without cost or charge to the Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:
 - (a) furnish or cause to be furnished to the Authority and the tenants of such Project:
 - (i) the public services and facilities which are from time to time being furnished without cost or charge to other dwellings and inhabitants in the City; and
 - (ii) also such additional public services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City;
 - (b) cooperate with the Authority by such other lawful action or ways as the City and the Authority may find necessary in connection with the administration of such Project.
- (6) In respect to the development of any Project the City further agrees that:
 - (a) it will vacate such streets and public utilities as the City and the Authority may jointly consider necessary or desirable, and it will convey such interest as the City may have in such vacated areas or utilities to the Authority without charge; and
 - (b) it will disconnect, cap, or perform such other work or services in connection with the vacation of streets and public utilities as the Authority and the City may jointly consider necessary, and any charge imposed upon the Authority for such work will not exceed (i) the actual cost to the City, or (ii) the charge which would be imposed upon a private developer under the same circumstances, whichever is less; and
 - (c) it will, insofar as it is lawfully able to do so, cause to be removed from vacated areas such private utilities as the City and the Authority may jointly consider necessary; and
 - (d) any streets, roads, alleys, water lines, sewer lines, and other public utilities that the City and the Authority jointly consider necessary will be designed, constructed, reconstructed, repaired, relocated or otherwise provided in accordance with a special agreement for each Project to be negotiated between the Department of Public Works and the Authority on the basis that the costs and requirements

imposed upon the Authority in each such special agreement shall not be greater than those which would be imposed were the Authority a private developer; and

- (e) it will accept the dedication of all rights-of-ways created by the Authority providing that the grading thereof conforms to City requirements, and provided further than any streets, roads, alleys, sidewalks, or related or similar improvements which may exist thereon have been designed and constructed in accordance with City requirements; and
 - (f) it will accept grants of easements which the City and the Authority jointly consider necessary or desirable; and
 - (g) it will grant such lawfully possible waivers of the building code or make such lawfully possible changes in the zoning ordinance as may be jointly considered necessary or desirable; and
 - (h) it will cooperate with the Authority by such other lawful action or ways as the City and the Authority may find necessary.
- (7) In the event that any of the services or facilities which the City hereunder agrees to furnish is not so furnished, then the Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any Payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing owned or administered by the Authority.
- (8) No Cooperation Agreement heretofore entered into between the City and the Authority shall be construed to apply to any Project covered by this Agreement.
- (9) So long as any contract between the Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such project is held by the Authority or some other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

In Witness Whereof the City and the Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

Attest: Mayor and City Council of Baltimore
By

Attest: Housing Authority of Baltimore City,
By
Commissioners

Approved as to form and legal sufficiency, this ____ day of _____, nineteen hundred and fifty.
City Solicitor.

Submitted to and approved by the Board of Estimates, this ____ day of _____, nineteen hundred and fifty.
(City Code, 1966, art. 13, §8; 1976/83, art. 13, §8.) (Ord. 50-1077.)

§ 1-9. 1950 Agreement — when effective.

Editor's Note: See Note to § 1-8.

The foregoing Agreement shall be and become binding upon the Mayor and City Council of Baltimore upon its execution on behalf of said Mayor and City Council of Baltimore by the Mayor

or Acting Mayor of Baltimore City, and upon its execution on behalf of the Housing Authority of Baltimore City by the Commissioners of said Housing Authority, after the approval thereof as to form and legal sufficiency by the City Solicitor of Baltimore and the approval thereof by the Board of Estimates of Baltimore, duly endorsed in spaces provided therefor on said Agreement.
(*City Code, 1966, art. 13, §9; 1976/83, art. 13, §9.*) (*Ord. 50-1077.*)

§ 1-10. 1950 Agreement — approved Projects.

Editor's Note: See Note to § 1-8.

Approval is hereby given to Projects on the sites, heretofore approved by the Board of Estimates, known as Cherry Hill, Westport and Armistead Gardens—Sinclair Lane area for not to exceed 1,500 units on all three sites.
(*City Code, 1966, art. 13, §10; 1976/83, art. 13, §10.*) (*Ord. 50-1077.*)

§ 1-11. 1950 Agreement — future Projects.

Editor's Note: See Note to § 1-8.

When any other Projects than those approved by § 1-10 are undertaken, such Projects shall be in areas where unsafe or insanitary dwelling units will be demolished and new dwelling units will be constructed, all at the expense of the Authority except where the cost of demolition is a proper charge against the property owner under the laws and ordinances of the City.
(*City Code, 1966, art. 13, §11; 1976/83, art. 13, §11.*) (*Ord. 50-1077.*)

§ 1-12. 1953 Agreement — authorization; text.

The Mayor and City Council of Baltimore does hereby approve and authorize the execution on behalf of the City by the Mayor of an Agreement to be entered into by and between the Mayor and City Council of Baltimore and the Housing Authority of Baltimore City, a body corporate, said Agreement as follows:

This Agreement, entered into this ____ day of _____, 1953, by and between the Housing Authority of Baltimore City (herein called the "Authority") and the Mayor and City Council of Baltimore (herein called the "City"), witnesseth:

Whereas, the City has requested the Public Housing Administration (herein called the "PHA"), to convey to the Authority certain permanent war housing located within the corporate limits of the City and known as "Fairfield Homes" (PHA Project No. MD 18096), "Brooklyn Homes" (PHA Project No. MD 18097) and "Westport Homes" (PHA Project No. MD 18098) for use as low-rent housing; and

Whereas, the Authority proposes to accept conveyance of such housing and to enter into a contract or contracts with the PHA for the administration of such housing pursuant to Section 606 of Public Law No. 849, 76th Congress, as amended; and

Whereas, the City is desirous of assisting and cooperating with the Authority in such undertakings:

Now, therefore, In Consideration of the mutual covenants hereinafter set forth, the Authority and the City do agree as follows:

(1) Whenever used in this Agreement:

- (a) The term "Project" shall mean any one or more of the following permanent war housing projects, "Fairfield Homes" (PHA Project No. MD 18096), "Brooklyn Homes" (PHA Project No. MD 18097)

and "Westport Homes" (PHA Project No. MD 18098) which are hereafter conveyed to the Authority for low-rent use and for which the conveyance has been requested by the City.

- (b) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Authority of all dwelling and non-dwelling utilities.
- (2) (a) Under Article 44A, as amended, of the Code of Public General Laws of Maryland, all Projects are exempt from real and personal property taxes and special assessments levied or imposed by the City, the State or any political subdivision thereof; and with respect to any Project so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Authority and PHA in connection with such Project remains in force and effect, or (iii) any monies due to the PHA in connection with such Project remaining unpaid, whichever period is the longest, (said period being hereafter referred to as the "Agreement Period") the City agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Authority with respect thereto. During the Agreement Period, the Authority shall make annual payments (herein called "Payments in Lieu of Taxes") to the City in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.
 - (b) For the tax year in which the conveyance from the PHA to the Authority is made and the next succeeding tax year each annual Payment in Lieu of Taxes shall be in an amount equal to the real property taxes which would be paid to the City for each of such years if the Project were not exempt from taxation, less any Payments in Lieu of Taxes previously paid by the Federal Government or the Authority for such year, and also less such allowance as may be considered by the Authority to be appropriate for expenditures by either the Federal Government or the Authority for the repair and maintenance of streets, utilities, or other public services to serve such Project. Such payments shall be made at the time when real property taxes on the Project would be payable if it were subject to taxation. Such payments shall not include any amount for the State of Maryland real property taxes.
 - (c) After the end of the two tax years referred to in paragraph 2(b) above, each such annual Payment in Lieu of Taxes shall be made within ninety days after the end of the fiscal year established for such Project, and shall be in an amount equal to ten per cent (10%) of the aggregate Shelter Rent charged by the Authority in respect to such Project during such fiscal year or portion thereof.
 - (d) No payments for, or on account of, any fiscal year shall be made to the City, which, in the aggregate, exceed the amount of the real property taxes which would have been paid to the City for such year if the Project were not exempt from taxation.
 - (e) Upon failure of the Authority to make any Payments in Lieu of Taxes, no lien against any Project or any assets of the Authority shall attach, nor shall any interest or penalties accrue or attach an account thereof.
- (3) During the period commencing with the date of the acquisition of any Project and continuing during the Agreement Period the City, without cost or charge to the Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:
 - (a) Furnish or cause to be furnished to the Authority and the tenants of such Project all the public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the City; and
 - (b) Insofar as the Municipality may lawfully do so,
 - (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the administration of such Project, and at the same time safeguard health and safety, and
 - (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the protection of such Project and the surrounding territory; and

- (c) Accept grants of easements which the City and the Authority jointly consider necessary or desirable; and
- (d) Cooperate with the Authority by such other lawful action or ways as the City and the Authority may find necessary.
- (4) In respect to any Project the City further agrees that, within a reasonable time after receipt of a written request therefor from the Authority, it will accept the dedication of all streets, roads, alleys, and adjacent sidewalks within the area of such Project, and all water, storm and sanitary sewer mains in such Project, which the Authority and the City will have mutually agreed should be dedicated.
- (5) If the City shall, within a reasonable time after written notice from the Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Authority or to the Project, or shall make any charges therefor, then the Authority may either proceed to obtain such services or facilities elsewhere or pay such charges, and deduct the cost thereof from any Payments in Lieu of Taxes due or to become due to the City from the Authority in respect to the Project or any other low-rent housing Projects.
- (6) No Cooperation Agreement heretofore entered into between the City and the Authority shall be construed to apply to any Project covered by this Agreement.
- (7) So long as any contract between the Authority and the PHA in connection with any Project remains in force and effect, or so long as any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If, at any time, the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

In Witness Whereof the City and the Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

Attest (Seal):

Mayor and City Council of Baltimore

By _____
Mayor

Attest (Seal):

Secretary

Housing Authority of Baltimore City

By _____
Chairman

Vice-Chairman

Commissioners

Approved as to form and legal sufficiency this ____ day of _____, nineteen hundred and fifty-three.
City Solicitor

Submitted to and Approved by the Board of Estimates this ____ day of _____, nineteen hundred and fifty-three.

President

Mayor

Comptroller

City Solicitor

Director of Public Works

(City Code, 1966, art. 13, §12; 1976/83, art. 13, §10.) (Ord. 53-752.)

§ 1-13. 1953 Agreement — when effective.

The foregoing Agreement shall be and become binding upon the Mayor and City Council of Baltimore upon its execution on behalf of said Mayor and City Council of Baltimore by the Mayor or Acting Mayor of Baltimore City, and upon its execution on behalf of the Housing Authority of Baltimore City by the Commissioners of said Housing Authority, after the approval thereof as to form and legal sufficiency by the City Solicitor of Baltimore and the approval thereof by the Board of Estimates of Baltimore, duly endorsed in spaces provided therefor on said Agreements.

(City Code, 1966, art. 18, §13; 1976/83, art. 13, §13.) (Ord. 53-752.)

§ 1-14. 1955 Amendatory Agreement — authorization; text.

The Mayor and City Council of Baltimore does hereby approve and authorize the execution on behalf of the City by the Mayor of an Amendatory Agreement to be entered into by and between the Mayor and City Council of Baltimore and the Housing Authority of Baltimore City, a body corporate, to amend the Cooperation Agreement dated December 11, 1942, said Amendatory Agreement to read as follows:

This Amendatory Agreement entered into as of the ____ day of March, 1955, by and between the Mayor and City Council of Baltimore, Maryland (hereinafter called the "City") and the Housing Authority of Baltimore City (hereinafter called the "Authority");

Witnesseth:

In consideration of the mutual benefits flowing from one to the other, the parties do agree that the Cooperation Agreement entered into between the parties of the 11th day of December, 1942 shall be and the same is hereby amended and extended in the following respects:

Notwithstanding and provision to the contrary contained in Section 2(a) of the Cooperation Agreement respecting the payment by the Authority to the City of Service Charges or Payments in Lieu of Taxes for Projects MD 2-1, 2-2, 2-4, and 2-5, and in lieu of the requirement in said Section 2(a) for the payment of Service Charges or Payments in Lieu of Taxes for the said Projects, the Local Authority shall henceforth pay to the City annually as Payments in Lieu of Taxes, after the end of the fiscal year established for such Projects, an amount equal to 10% of the annual Shelter Rents charged in such Projects during such fiscal year or such lesser amount as (1) is prescribed by State law, or (2) is due to the failure of the City to perform any of its obligations under the Cooperation Agreement; Provided, However, That no payment for any year shall be made to the City in excess of the amount of the taxes which would have been paid to the City for such year if the Projects were not exempt from taxation.

In all other respects the Cooperation Agreement shall continue and remain in full force and effect.

In Witness Whereof the parties hereto have caused this Amendatory Agreement to be executed in their respective names and their respective seals to be hereunto impressed or affixed and attested as of the date and year first above written.

Attest (SEAL):

Mayor and City Council of Baltimore, Maryland

City Treasurer

By _____
Mayor

Attest (SEAL):

The Housing Authority of Baltimore City

Secretary

By _____
Chairman

Approved as to form and legal sufficiency, this ____ day of _____ nineteen hundred and fifty-five.

Submitted to and approved by the Board of Estimates, this ____ day of _____, nineteen hundred and fifty-five.
(*City Code, 1966, art. 13, §14; 1976/83, art. 13, §14.*) (*Ord. 55-1388.*)

§ 1-15. 1955 Amendatory Agreement — when effective.

The foregoing Amendatory Agreement shall be and become binding upon the Mayor and City Council of Baltimore upon its execution on behalf of said Mayor and City Council of Baltimore by the Mayor or Acting Mayor of Baltimore City, and upon its execution on behalf of the Housing Authority of Baltimore City by the Chairman of the Commission of said Housing Authority, after the approval thereof as to form and legal sufficiency by the City Solicitor of Baltimore and the approval thereof by the Board of Estimates of Baltimore, duly endorsed in spaces provided therefor on said Agreement.

(*City Code, 1966, art. 13, §15; 1976/83, art. 13, §15.*) (*Ord. 55-1388.*)

§ 1-16. Lexington Terrace Agreement — ratification; text.

The proposed agreement by and between the Housing Authority of Baltimore City and the Mayor and City Council of Baltimore be and the same is hereby ratified and confirmed, said proposed agreement being as follows:

This Agreement, Made this 29th day of April, 1959, by and between the Housing Authority of Baltimore City, a body corporate of the State of Maryland, hereinafter called "Authority", party of the first part; and the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, hereinafter called "City", party of the second part.

Whereas the Authority is constructing a low-rent housing project known as Lexington Terrace, MD 2-19, in the area bounded generally by Fayette Street, Fremont Avenue, Mulberry Street and Myrtle Avenue, as extended in an irregular line South to Fayette Street, to provide decent, safe and sanitary dwellings for persons of low income; and

Whereas the Authority plans to provide certain community and recreation facilities as a part of said project; and

Whereas, the City presently maintains and operates certain educational, recreation and community facilities located in the general area of the site of the project, which facilities the City plans to replace with more modern structures in order to better serve the needs of the Community; and

Whereas, The Board of Recreation and Parks and the Board of School Commissioners of the City have determined that the recreational and educational needs of the community for which they were planning separate facilities will be better served by the erection, and operation of a joint facility; and

Whereas, it has been determined by the parties hereto that the community, recreational and educational facilities to be furnished by each of them can best be accomplished by an exchange of certain lands now owned by each of them; and

Whereas, the parties hereto wish to make provision for the joint and cooperative use of the facilities to be provided by each of them;

Now, Therefore, in consideration of the mutual covenants hereinafter set forth, the Authority and the City do agree:

- (1) The City shall pay for the costs of demolishing (1) the present small recreation building located at 734 West Lexington Street, (2) the large old armory type building adjacent to the aforesaid recreation building; and (3) elementary Schools Nos. 110 and 110-A. The City shall demolish the recreation building and the old armory building as soon as practicable after the execution of this Agreement and the approval by the City of the preliminary plans of the school and recreational facilities to be constructed by it. Within a reasonable

time after the school and recreational facility to be constructed by the City as set forth herein below have been completed, the City shall demolish elementary Schools Nos. 110 and 110-A.

- (2) Following the demolition of the recreation building at 734 West Lexington Street and the old armory building, the City shall convey to the Authority the land outlined in blue on the attached plat dated October 15, 1958, and entitled "Combined Facility, Lexington Terrace, MD 2-19".
- (3) Following the demolition of Schools Nos. 110 and 110-A, the City shall convey to the Authority the land now used in connection with the said schools as outlined in yellow upon the aforesaid attached plat. The Authority will immediately reconvey to the City the land now used in connection with School No. 110-A for so long as it is used for educational and/or recreational purposes, as set forth in this Agreement.
- (4) In the area to the northwest of the northwest corner of West Lexington Street and Myrtle Avenue, the City shall design, construct and equip a standard elementary school with auditorium expanded to 500-seat capacity and a separate gymnasium expanded to sixty feet by eighty feet in dimensions. The necessary funds for the auditorium and gymnasium to be erected by the City will be furnished from the budgets of the Board of School Commissioners and Board of Recreation and Parks and prorated between them as follows: The Board of School Commissioners shall provide sufficient funds for the construction and furnishing of a standard elementary school gymnasium and separate standard elementary school auditorium including equipment and auxiliary facilities; and the Board of Recreation and Parks shall provide the additional funds necessary to bring these facilities up to the expanded sizes set forth above.
- (5) Upon the adoption and approval by the City of firm plans establishing the location of the school and recreational facility to be constructed by it, as described in Section 4 above, the Authority will convey to the City the area shown on the attached plat dated October 15, 1958 and entitled "Combined Facility, Lexington Terrace, MD 2-19", and outlined in red, less so much of said area as shall be appropriate for the construction of the building to be constructed by the Authority as hereinafter set forth. The title to be conveyed to the City shall be for so long as the land so conveyed shall be used for educational and recreational purposes as set forth in this Agreement, provided, however, that in the event the City should determine that the facility constructed thereon by it is no longer needed for educational and/or recreational purposes but is needed for some other public municipal purpose, it shall have the right to purchase from the Authority at a price to be determined by three M.A.I. appraisers to be chosen as follows: one by the City, one by the Authority and one by these two, that portion of the said land outlined in green shown on the attached plat dated October 15, 1958, and entitled "Combined Facility, Lexington Terrace, MD 2-19".
- (6) The Authority shall design and construct a recreational and community building of approximately 6,000 square feet hereinafter referred to as the Authority building. The location of said building shall be coordinated with the design and construction of the new school and recreational facility to be provided by the City as described above in Section 4. The Authority shall equip its building to the extent that the Public Housing Administration makes funds available for such equipment.
- (7) Although each of the parties hereto shall be owners of the facilities to be constructed by each of them, the Authority building and the gymnasium and auditorium of the school owned by the City will be used jointly by the City and the Authority for recreation and community services. These facilities will be operated under the supervision of the Board of Recreation and Parks of the City through the Bureau of Recreation for the use of the community and the Authority without any particular distinction between the portions owned by the respective parties hereto. The auditorium and gymnasium will be made available for such use after the hours and the term during which school is in session. Further details of such joint use will be set forth in such additional agreements as the parties hereto deem convenient and necessary, such agreement to be subject to the approval of the Public Housing Administration and the City agencies concerned.
- (8) Each of the parties hereto shall pay for the cost of utilities and maintenance, including janitorial services, for its respective building.
- (9) It is understood and agreed that the building to be constructed by the City hereunder shall not be used for any purpose not in accord with the rules and regulations of the Board of School Commissioners of Baltimore City.

- (10) In conjunction with the construction of Lexington Terrace, Project MD 2-19, the Authority, by combining land now used in connection with School No. 110, to be conveyed to the Authority by the City as described in Section 3, and such other land as it may have available for such purposes will, at its own cost, provide and maintain a multiple-use area. The Authority will equip such area to the extent that the Public Housing Administration makes funds available for such equipment. The Authority will make such multiple-use area available for use by the City in connection with the educational and recreational activities to be conducted by the City in conjunction with the use of the facility to be constructed hereunder by the City.
- (11) In conjunction with the construction of the elementary school and recreational facility to be provided by the City, the City will provide land space for use as a playfield. This land space will be obtained by using such parts of the land conveyed to the City by the Authority in accord with Sections 3 and 5, hereinabove, less the area used for the aforesaid City school and recreational facility and the Authority building. The City will, at its own cost, equip and maintain the said playfield. This playfield will be made available by the City for the use of the parties hereto in conjunction with the multiple-use area to be provided by the Authority.
- (12) By the execution of this Agreement, the parties hereto agree that each shall have the right of access to the use of the facilities owned by the other and to be constructed as provided herein to the extent reasonably necessary to give effect to the purposes and intent of the terms and provisions of this Agreement.
- (13) The provisions of Sections 1, 2, 3, 4, 5, 6, 10 and 11 shall be fully executed within 10 years from the date of this Agreement, except that the last sentence of Section 10 and the last sentence of Section 11 shall remain in full force and effect.
- (14) The Board of Estimates of the Mayor and City Council of Baltimore, by its approval of this Agreement, hereby declares that the property of the City herein described which is to be used jointly by the City and the Authority is not now necessary for exclusive public use by the Mayor and City Council of Baltimore.
- (15) This Agreement is entered into subject to its approval by ordinance of the Mayor and City Council of Baltimore.

In Witness Whereof, the parties hereto have caused these presents to be executed the day and year aforesaid.

Attest:
s/s M. Eppler, Deputy Treasurer
Seal

Mayor and City Council of Baltimore
By s/s Thomas D'Alesandro, Jr., Mayor

Attest:
s/s Elsie Rachelson, Secretary
Seal

Housing Authority of Baltimore City,
By s/s Walter Sondheim, Jr., Chairman

Approved by Board of School Commissioners this 4th day of December, 1958.
s/s John N. Curlett, President

Approved by Board of Recreation and Parks this 16th day of December, 1958.
s/s City C. Anderson, President

Approved by Board of Estimates this 29th day of April, 1959.
s/s Leo C. McDonagh, Clerk

Approved as to Form and Legal Sufficiency
s/s Hugo A. Ricciuti, City Solicitor
s/s Lloyd G. McAllister,
Assistant City Solicitor

The plat referred to in the foregoing Agreement has been detached and copies thereof are now on file in the office of the Department of Education, Department of Recreation and Parks and of the

Housing Authority of Baltimore City, and copies thereof are also attached to the original and duplicate executed copies of the agreement now in the hands of said parties.
(*City Code, 1966, art. 13, §16; 1976/83, art. 13, §16.*) (*Ord. 59-033.*)

§ 1-17. Lexington Terrace Agreement — delivery and acceptance of deeds.

The Mayor of Baltimore City be and he is hereby authorized and directed:

- (1) For and in the name of the Mayor and City Council of Baltimore to execute and deliver, in accordance with the terms of the aforementioned agreement, such Deed or Deeds and instruments necessary to carry out the provisions thereof by the Mayor and City Council of Baltimore.
- (2) For and on behalf of the Mayor and City Council of Baltimore to accept, in accordance with the terms of the aforementioned agreement, such Deed or Deeds and instruments necessary to carry out the provisions thereof.

(*City Code, 1966, art. 13, §17; 1976/83, art. 13, §17.*) (*Ord. 59-033.*)

§ 1-18. Lexington Terrace Agreement — approval of deeds.

No deed or deeds shall pass in accordance herewith unless the same shall first have been approved by the City Solicitor.

(*City Code, 1966, art. 13, §18; 1976/83, art. 13, §18.*) (*Ord. 59-033.*)

§ 1-19. Engineering principles for construction.

(a) *In general.*

Permission is granted to the Housing Authority of Baltimore City, in the construction of its Housing projects, to use the following engineering principles:

(b) *Class A controlled concrete.*

- (1) All controlled concrete of Class A, designated as 3,000 lbs. concrete, shall be composed of 1 part Portland Cement, 2.2 parts fine aggregate, and 3.5 coarse aggregate, using only sufficient water to produce a 3,000 lb. concrete.

- (2) Design working stresses for Class A concrete shall not exceed:

Extreme fiber stress in compression	1200 lbs. per sq. in.
Extreme fiber stress in compression at supports	1350 lbs. per sq. in.
Beam concrete shear (special anchorage)	270 lbs. per sq. in.
Footing shear (special anchorage)	90 lbs. per sq. in.
Punching shear	180 lbs. per sq. in.
Bond in beams and slabs	150 lbs. per sq. in.
Bond in footing	150 lbs. per sq. in.

- (3) Where special anchorage is used, bond value may be increased 1½ times.

(c) *Class B controlled concrete.*

- (1) Controlled concrete of Class B, designated as 2500 lbs. concrete, shall be composed of: 1 part of Portland Cement, 2.5 parts of fine aggregate and 3.5 parts of coarse aggregate.
- (2) Design working stresses for Class B concrete may not exceed:

Extreme fiber stress in compression	1000 lbs. per sq. in.
Extreme fiber stress in compression at supports	1125 lbs. per sq. in.
Beam concrete shear (special anchorage)	150 lbs. per sq. in.
Footing shear	80 lbs. per sq. in.
Punching shear	150 lbs. per sq. in.
Bond in beams and slabs	150 lbs. per sq. in.
Bond in footings	80 lbs. per sq. in.

(d) *Class C controlled concrete.*

- (1) All controlled concrete of Class C, designated at 2000 lb. concrete, shall be composed of 1 part Portland Cement, 2.5 parts fine aggregate, and 3.5 parts coarse aggregate, using only sufficient water to produce a 2000 lb. concrete.
- (2) Design working stress for Class C concrete may not exceed:

Extreme fiber stress in compression	800 lbs. per sq. in.
Extreme fiber stress in compression supports	900 lbs. per sq. in.
Beam concrete shear (special anchorage)	180 lbs. per sq. in.
Footing shear	60 lbs. per sq. in.
Punching shear	150 lbs. per sq. in.
Bond in beams and slabs	100 lbs. per sq. in.
Bond in footings	75 lbs. per sq. in.

- (3) Where special anchorage is used, bond value may be increased 1½ times.

(e) *Measurements.*

- (1) The unit of measure is the cubic foot. 94 pounds of cement is considered 1 cubic foot.
- (2) Aggregate shall be measured in a dry rodded condition. Fine and coarse aggregate shall be measured separately by volume.
- (3) The maximum slump of the concrete, Classes A, B, and C, shall be 4 inches. All concrete shall be mechanically vibrated.

(f) *Unit stresses; grade.*

- (1) The unit stresses for reinforcing steel shall not exceed 20,000 lbs. per sq. in. in tension and 18,000 lbs. per sq. in. in compression in columns.
- (2) Steel to be used shall be intermediate grade, new billet stock.

(g) *Reinforced concrete design.*

The reinforced concrete design shall comply with formulae and requirements of the Progress Report of Joint Committee on Standard Specifications for concrete and reinforced concrete dated January, 1937.

(h) *Special inspector required.*

A special concrete inspector, approved by the Buildings Engineer and under his supervision, shall be employed by and at the expense of the owner, at all times when concrete is being placed.

(i) *City supervision.*

But in all other respects these buildings shall be erected under the supervision of the Bureau of Buildings of Baltimore City, in accordance with the City Building and Zoning Codes. (*City Code, 1966, art. 13, §19; 1976/83, art. 13, §19.*) (*Ord. 39-026; Ord. 99-547.*)

SUBTITLE 2
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

§ 2-1. Determinations, declarations, and definitions.

(a) *Determinations.*

It is hereby found and determined:

- (1) that there exist within the City of Baltimore slum, blighted, deteriorated, or deteriorating areas, which constitute a serious and growing menace, injurious and inimical to the public health, safety, morals and general welfare of the residents of the City of Baltimore;
- (2) that the existence of such areas and the growth and spread thereof and the deterioration or threatened deterioration of other areas:
 - (i) contribute substantially and increasingly to the spread of disease and crime, and to losses by fire and accident;
 - (ii) necessitate excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, and punishment, for the treatment of juvenile delinquency, for the maintenance of adequate police, fire, and accident protection, and for other public services and facilities;
 - (iii) constitute an economic and social liability;
 - (iv) substantially impair or arrest the sound growth of the community;
 - (v) retard the provision of decent, safe, and sanitary housing accommodations;
 - (vi) aggravate traffic problems and substantially impair or arrest the elimination of traffic hazards and the improvement of traffic facilities;
 - (vii) depreciate assessable values;
 - (viii) cause an abnormal exodus of families from the city; and
 - (ix) are detrimental to the health, the well-being and the dignity of many of the residents of the City of Baltimore;
- (3) that such areas cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided;
- (4) that the rehabilitation or elimination, in whole or in part, of slum, blighted, deteriorated, and deteriorating areas and the prevention of the spread or development of blight in, and the deterioration of, areas which are free of blight are public uses and purposes requiring the exercise of the governmental powers of the City of Baltimore in the public interest.

(b) *Declarations.*

- (1) It is further found and declared that some slum or blighted or deteriorated areas, or portions thereof, may require comprehensive acquisition, clearance, and disposition with or without prior development or redevelopment, since the prevailing conditions of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that some such areas or portions thereof and some deterioration areas or portions thereof may be susceptible of conservation or rehabilitation in such a manner that the conditions and evils hereinbefore enumerated may be eliminated, remedied, or prevented without comprehensive acquisition and clearance; that other areas not yet deteriorated or deteriorating, or portions thereof, may be conserved so that the conditions and evils hereinbefore enumerated may be prevented from spreading thereto or arising therein; and that all such areas within the boundaries of the City of Baltimore may be benefitted through the enforcement of applicable regulatory codes relating to buildings, housing, sanitation or safety, the rendering of services to community organizations or through a combination of other means provided in this ordinance.
- (2) It is further found and declared that the elimination, correction, and prevention of the conditions and evils hereinbefore enumerated must be undertaken through the use of a comprehensive and integrated program; that this program should involve whatever range of municipal powers and resources is required to enable the City of Baltimore to act affirmatively in fulfilling its responsibilities to its citizens; that this program requires a suitable administrative structure to undertake adequately a coordinated and purposeful attack on urban slums and blight and the prevention of new areas of slums and blight; and that a comprehensive program should be undertaken within the boundaries of the City of Baltimore.
- (3) It is further found and declared that the powers conferred by this ordinance *{subtitle}* are for public uses and purposes for which public money may be expended and the power of eminent domain exercised and that the necessity in the public interest for the provisions herein enacted is hereby declared and determined.

(c) *Definitions.*

(1) *Slum, blighted, or deteriorated area.*

As used herein, a slum, blighted, or deteriorated area is an area in which:

- (i) a preponderance of the structures or the dwelling units therein is detrimental to the public health, safety, or general welfare by reason of age, dilapidation, depreciation, overcrowding, excessive land coverage, faulty arrangement, lack of ventilation or sanitary facilities, failure to conform with the provisions of the ordinances or regulatory codes of the City of Baltimore relating to buildings, housing, or sanitation, neighborhood obsolescence or deterioration, *{or}* inadequate open space, parking, or access to transportation; or
- (ii) there is a preponderance of defective or inadequate street layouts, or of faulty lot layouts in relation to size, adequacy, accessibility or usefulness, or of unsanitary or unsafe conditions, or of deteriorated or inadequate site improvements or community facilities, or of conditions which endanger life or property by fire or other cause or which retard development of the area, or any combination of these factors; or

- (iii) the land is suitable for development but has not been developed to an appreciable extent because of obsolete platting, diversity of ownership, deterioration of structures or site improvements, a high rate of tax delinquency or mortgage foreclosures, or spoiling of the land as a result of excavation or usage, or any combination of these factors.

(2) *Deteriorating area.*

As used herein, a deteriorating area is an area, whether within or apart from a slum, blighted, or deteriorated area, which contains obsolete or substandard structures, or inadequate community facilities or incompatible land uses, or any combination of these factors which substantially impair or arrest the sound growth of the area, retard the provision of necessary housing accommodations, or constitute an economic or social liability or constitute a detriment to the public health, safety, morals, or general welfare, in its present condition and use.

(3) *Zoning change.*

In this subtitle, “zoning change”:

- (i) means a legislative authorization, as that term is defined in Zoning Code § 16-101; and

- (ii) does not include any use or bulk regulation restriction that is imposed by a Renewal Plan or Conservation Plan.

(City Code, 1976/83, art.13, §20.) (Ord. 68-152; Ord. 01-165.)

§ 2-2. Department; Commissioner.

(a) *Department established.*

There shall be a Department of Housing and Community Development, the head of which shall be the Commissioner of Housing and Community Development, who shall be appointed by the Mayor in the manner prescribed in Article IV, § 6 of the Charter of Baltimore City (1964 Revision) and shall hold office as therein provided.

(b) *Staff.*

- (1) The Commissioner may appoint or employ such assistants and employees as may be necessary for the proper performance of the duties and functions of the Department of Housing and Community Development and may delegate to them such powers and duties as he may deem proper.

- (2) The compensation of the said Commissioner of Housing and Community Development and of the said assistants and employees shall be subject to the approval of the Board of Estimates and shall be paid as provided in the annual Ordinance of Estimates.

(City Code, 1976/83, art.13, §21.) (Ord. 68-152.)

§ 2-3. General powers.*(a) Enumerated.*

The Department of Housing and Community Development is authorized to:

- (1) recommend areas of operation to the Planning Commission;
- (2) prepare Renewal Plans and to plan and to undertake Renewal Projects in Renewal Areas;
- (3) prepare Conservation Plans and to plan and to undertake Conservation Projects in Conservation Areas;
- (4) furnish technical and other services to community organizations concerned with housing or community development;
- (5) prepare plans and to provide reasonable assistance for the relocation of persons, families, and businesses displaced by reason of the acquisition of property for public purposes;
- (6) encourage and facilitate private investment in the City of Baltimore;
- (7) engage in studies, experimentation, and research pertaining to housing, community development, *{and}* the existence of and the problems of correcting, eliminating, and preventing slums, blight, and urban deterioration; disseminate public information with respect thereto, and cooperate with other agencies of the City, the State, the Federal Government, or any agency thereof, in activities undertaken in connection therewith;
- (8) encourage and facilitate the cooperation, interest, and participation of citizens and citizens' groups in the development and execution of Renewal Plans and Conservation Plans, in the urban renewal and conservation programs generally, and in other programs or undertakings of the Department concerning housing or community development;
- (9) exercise the powers and perform the duties conferred and imposed upon the Zoning Commissioner by Ordinance No. 1247, approved March 30, 1931, as amended from time to time, and as are now or may hereafter be conferred upon him by law or ordinance;
- (10) administer and enforce the Building Code, the Property Maintenance Code, and all of the regulatory codes of Baltimore City that relate to buildings, housing, or sanitation, except where that administration and enforcement is required by the City Charter or by State law to be exercised exclusively by some other officer, department, bureau, or agency of the City;
- (11) assist the several City departments involved in activities related to housing and community development for the purpose of coordinating such activities and establishing consistent policies and procedures with respect thereto; *{and}*
- (12) exercise the powers and perform the duties and responsibilities conferred and imposed upon the Economic Development Commission.

(b) *Scope of Renewal Project.*

As used in this ordinance *{subtitle}*, a Renewal Project:

- (1) may include undertakings and activities for the elimination, the correction, or the prevention of the development or the spread of slum, blighted, deteriorated, or deteriorating areas; and
- (2) may involve but shall not be limited to a program or programs of slum clearance, development, redevelopment, renovation, or rehabilitation, voluntary or compulsory rehabilitation or conservation by owners of property, or any combination or part thereof.

(c) *Scope of Conservation Project.*

As used in this ordinance *{subtitle}*, a Conservation Project:

- (1) may include undertakings and activities for the elimination, the correction or the prevention of the development or the spread of slum, blighted, deteriorated, or deteriorating areas; and
- (2) may involve but shall not be limited to a program or programs of renovation or rehabilitation, voluntary or compulsory rehabilitation or conservation by owners of property or any combination or part thereof; but
- (3) shall not include property acquisition by use of the power of eminent domain except where the Conservation Plan permits the acquisition of property for failure to meet minimum standards or authorizes the acquisition of vacant property or property on which structures have been razed for reasons of health or safety.

(City Code, 1976/83, art.13, §22.) (Ord. 68-152; Ord. 02-475.)

§ 2-4. Areas of operation.

(a) *Renewal areas.*

- (1) Renewal areas shall be areas within the boundary lines of the City of Baltimore which may be benefitted through the exercise of the functions and powers vested in the Department of Housing and Community Development by this ordinance *{subtitle}*, on a comprehensive basis, including the acquisition or disposition of property or the undertaking of activities to effect substantial environmental change.
- (2) The Department of Housing and Community Development, after consultation with the Director of the Department of Planning, shall determine such areas and shall make recommendations to the City Council for the introduction of ordinances designating them as “Renewal Areas”.
- (3) The Planning Commission shall make recommendations to the City Council for passage of said ordinances.

(b) *Conservation areas.*

- (1) Conservation areas shall be areas within the boundary lines of the City of Baltimore which may be benefitted through the exercise of the functions and powers vested in the Department of Housing and Community Development by this ordinance {*subtitle*}, on a comprehensive basis, exclusive of property acquisition by use of the power of eminent domain except where the Conservation Plan permits the acquisition by use of the power of eminent domain of property for failure to comply with applicable regulatory codes or for failure to meet minimum standards or authorizes the acquisition by use of the power of eminent domain of vacant property or property on which structures have been razed for reasons of health and safety.
- (2) The Department of Housing and Community Development shall determine such areas and upon approval of the Director of the Department of Planning and the Board of Estimates shall designate them as “Conservation Areas”; provided, however, that when the powers of property acquisition by use of the power of eminent domain or disposition are required in a Conservation Area, the Department of Housing and Community Development shall make a recommendation to the City Council for the introduction of, and the Planning Commission shall make recommendations to the City Council for the passage of, an ordinance authorizing the exercise of such powers.

(c) *Conformance to Master Plan or Official Detailed Plan.*

Nothing herein contained shall preclude the Department of Housing and Community Development from exercising General Powers (4) through (11) of § 2-3(a) of this ordinance {*subtitle*} in any area within the boundary lines of the City of Baltimore so long as the exercise of such powers shall be in conformity with the Master Plan or Official Detailed Plan, if any, applicable to the area of the City involved.

(*City Code, 1976/83, art.13, §23.*) (*Ord. 68-152; Ord. 77-325.*)

§ 2-5. Renewal and Conservation Plans.

(a) *Project must conform to Plan.*

No Renewal Project or Conservation Project shall be undertaken by the Department of Housing and Community Development except in accordance with the Renewal or Conservation Plan applicable to the area in which the project is to be undertaken.

(b) *Renewal Plans.*

- (1) As used herein a Renewal Plan means a plan, as it exists from time to time, for the elimination, correction, or the prevention of the development or the spread of slums, blight, or deterioration in an entire Renewal Area or a portion thereof. When a plan is applicable to less than an entire Renewal Area, it shall include a description of the boundaries of the area to which it applies.
- (2) The plan shall include a land use map showing the proposed use of all land within the area to which the plan is applicable, including the location, character, and extent of the proposed public and private ownership.

- (3) The plan shall be sufficiently complete to define such land or property acquisition, acquisition of interests therein, demolition and removal of structures, disposition of land or property or interests therein, improvements, and programs of renovation or rehabilitation and conservation, and activities to effect substantial environmental change, as may be proposed to be undertaken or carried out in the area to which the plan is applicable; and the plan shall include a statement of the methods and standards under which the same is to be accomplished and the necessary controls to be applied in order to effect rehabilitation and conservation by owners of existing properties.
- (4) The plan shall set out zoning changes, if any.
- (5) The plan also shall indicate the nature of the restrictions, conditions, or covenants, if any, which are to be incorporated in deeds or contracts for the sale, lease, use or redevelopment of land or property within the area to which the plan is applicable.
- (6) In addition, the plan shall state the reasons for the various provisions which it contains.

(c) *Conservation Plan.*

- (1) As used herein a Conservation Plan means a plan, as it exists from time to time, for the elimination, correction or the prevention of the development or the spread of slums, blight, or deterioration in an entire Conservation Area or a portion thereof. When a plan is applicable to less than an entire Conservation Area, it shall include a description of the boundaries of the area to which it applies.
- (2) The plan shall set forth such programs of renovation or rehabilitation and conservation as may be proposed to be undertaken or carried out in the area to which the plan is applicable, and shall include a statement of the methods and standards under which the plan is to be accomplished and the necessary controls to be applied in order to effect rehabilitation and conservation by owners of existing properties.
- (3) If the plan permits or authorizes the acquisition of property by the power of eminent domain it shall so state and shall set forth the conditions under which such power may be exercised.
- (4) The plan shall set out zoning changes, if any.
- (5) In addition, the plan shall state the reasons for the various provisions which it contains.

(d) *Conformance to Master Plan or Official Detailed Plan.*

Every Renewal Plan and Conservation Plan shall conform to the Master Plan or the Official Detailed Plan, if any, applicable to the area of the City involved.

(City Code, 1976/83, art.13, §24.) (Ord. 68-152.)

§ 2-6. Adoption and approval of plan.*(a) Department to prepare.*

(1) The Department of Housing and Community Development shall prepare:

- (i) a Renewal Plan or Plans for each area of the City designated as a Renewal Area; and
- (ii) a Conservation Plan or Plans for each area of the City designated as a Conservation Area.

(2) The order in which said Plans are to be prepared shall be determined by said Department.

(b) How effective.

- (1) A Renewal Plan becomes effective on approval by the Director of Planning, as required by subsection (c) of this section, and the enactment of an appropriate ordinance. The Planning Commission shall recommend the appropriate ordinance to the City Council.
- (2) A Conservation Plan becomes effective on approval by the Director of Planning, as required by subsection (c) of this section. However, if any part of the plan requires a zoning change or authorizes the use of eminent domain for acquisition of any property, that part of the plan is not effective until approved by the Planning Commission and by the enactment of an appropriate ordinance.

(c) Review by Planning.

- (1) The Department of Housing and Community Development shall submit all proposed Renewal Plans and Conservation Plans to the Director of the Department of Planning for review.
- (2) No Renewal Plan or Conservation Plan may be adopted by the Department of Housing and Community Development until the Director of Planning has approved it with respect to:
 - (i) its conformity to the Master Plan or Official Detailed Plan, if any, as applicable to the area involved;
 - (ii) the detailed location of any public improvements proposed in the plan;
 - (iii) its conformity to the rules and regulations for subdivisions; and
 - (iv) all zoning changes proposed in the plan.
- (3) If the Director of the Department of Planning fails to approve a proposed Renewal Plan or Conservation Plan in any of the foregoing respects, he shall promptly report the same to the Department of Housing and Community Development together with the recommendations for modifying the Plan.

(d) *Enabling ordinances.*

- (1) The Department of Housing and Community Development may recommend to the City Council the passage of an ordinance approving a Renewal Plan or, if required by subsection (b) of this section, a Conservation Plan that the Department has adopted.
- (2) This ordinance may not be passed until after a public hearing at which parties in interest and citizens have had an opportunity to be heard.
- (3) Notice of the hearing must be given by:
 - (i) posting notice in the neighborhood of the area involved at least 10 days before the hearing; and
 - (ii) publication once a week for 2 consecutive weeks in a newspaper of general circulation in Baltimore City.
- (4) The notice must:
 - (i) contain the time, date, place, and purpose of the hearing;
 - (ii) generally identify the area covered by the plan;
 - (iii) outline the general scope of the project under consideration; and
 - (iv) state that the documents constituting the plan are available for inspection at a place designated in the notice.
- (5) The public hearing may be adjourned from time to time without further notice.
- (6) Amendments proposed to a plan as a result of a public hearing:
 - (i) do not require further notice or additional hearings; but
 - (ii) must be referred to the Department of Housing and Community Development and to the Director of Planning for their study and report to the City Council.
- (7) Any zoning change proposed by a Renewal Plan or a conservation Plan must be approved by an ordinance enacted in accordance with Article 66B of the State Code.

(e) *Effect of ordinance.*

- (1) The approval by ordinance of a Renewal Plan or a Conservation Plan when required by subsection (b) of this section shall constitute authorization to the Department of Housing and Community Development to:
 - (i) acquire, by condemnation if necessary, all land and improvements thereon or interests therein designated for acquisition in said Renewal Plan or Conservation Plan; and

(ii) subject to the approval of the Board of Estimates as hereinafter provided, to dispose of all land and improvements thereon or interests therein designated for disposition in said Renewal Plan or Conservation Plan.

(2) The standards and controls embodied in a Renewal Plan or Conservation Plan approved by ordinance shall thereupon become enforceable in the same manner as the other ordinances of the City.

(f) *Administration of Plan.*

The Department of Housing and Community Development shall administer Renewal Plans and Conservation Plans adopted and approved as heretofore provided.

(g) *Change requires new approval.*

(1) No change may be made to any Renewal Plan or Conservation Plan unless that change is approved by an ordinance of the Mayor and City Council.

(2) Except as provided in paragraph (3) of this subsection, an ordinance seeking to amend a Renewal Plan or Conservation Plan must be adopted and approved in the same manner as that required by this section for the adoption and approval of a new Renewal Plan or Conservation Plan.

(3) If the Planning Commission determines that the proposed amendment is a technical correction or a minor modification that would not substantially affect the Plan or the size, use, or disposition of any property subject to the Plan, the proposed amendment need not be posted or advertised as otherwise required by subsection (d) of this section.

(h) *Plan or amendment initiated by Councilmember.*

(1) When a Councilmember initiates a plan or an amendment, the provisions of this subsection (h) shall be followed.

(2) Any member of the Baltimore City Council may submit to the City Council a bill proposing:

(i) a Renewal Plan or Conservation Plan for any area of the City; or

(ii) an amendment to an existing Renewal Plan or Conservation Plan.

(3) At the request of a member of the City Council, the Department of Housing and Community Development and the Department of Planning shall provide assistance in the preparation of any such bill, including technical amendments which may be necessary to bring the bill into conformity with existing ordinances.

(4) After introduction, the bill shall be sent to the Department of Housing and Community Development and to the Planning Commission for recommendation and report.

(5) The Department of Housing and Community Development shall review the proposed plan or amendment for conformity to § 2-5(b) and (c). In case of a proposed amendment to an

already approved Urban Renewal Plan or Conservation Plan, it shall also review and evaluate the impact of said amendment to the Plan.

(6) The Planning Commission shall review the proposed plan or amendment with respect to:

- (i) conformity to the Master Plan or Official Detailed Plan, if any, as applicable to the area involved;
- (ii) the detailed location of any public improvements proposed in the plan or amendment;
- (iii) its conformity to the rules and regulations for subdivisions; and
- (iv) all zoning changes proposed in the plan or amendment.

(7) The agencies shall report their findings, together with a recommendation for modifications, if applicable, to the City Council.

(City Code, 1976/83, art.13, §25.) (Ord. 68-152; Ord. 99-547; Ord. 01-137; Ord. 01-165.)

§ 2-7. Specific powers.

(a) *In general.*

(1) The Department of Housing and Community Development shall have and exercise, except as otherwise provided herein, all the powers set forth in Article II, § (15) of the Charter of Baltimore City (1964 revision) and all of the powers of the Mayor and City Council of Baltimore necessary or convenient, from time to time, to carry out and effectuate any and all of the functions and purposes mentioned in this ordinance *{subtitle}*, except such powers as are required by the City Charter or the laws of the State of Maryland to be exercised exclusively by any other officer, department, bureau, or agency of the City.

(2) In addition to other powers herein granted, such powers shall include but shall not be limited to the following.

(b) *Property acquisition for development, etc.*

(1) *{The power to:}*

- (i) acquire, for and on behalf of the Mayor and City Council of Baltimore, within areas of operation, and in accordance with applicable Renewal Plans and Conservation Plans, land and property of every kind, and any right, interest, franchise, easement or privilege therein, including land or property and any right or interest therein already devoted to public use, by purchase, lease, gift, condemnation, or any other legal means for development or redevelopment, including but not limited to the renovation or rehabilitation thereof;
- (ii) negotiate and contract for the acquisition of such land and property or any right, interest, franchise, easement, or privilege therein; and

- (iii) institute or cause to be instituted from time to time, in the name of, and for, the Mayor and City Council of Baltimore such condemnation proceedings as may be necessary to acquire such land and property or any right, interest, franchise, easement, or privilege therein;

(2) Provided, however, that any land or property owned by the State of Maryland or the Housing Authority of Baltimore City shall not be acquired without the prior consent of the State or the Housing Authority of Baltimore City, as the case may be.

(c) *Property acquisition for removing blight, etc.*

(1) *{The power to:}*

- (i) acquire, for and on behalf of the Mayor and City Council of Baltimore, within areas of operation, and in accordance with applicable Renewal Plans and Conservation Plans, land and property of every kind, and any right, interest, franchise, easement, or privilege therein, including land or property and any right or interest therein already devoted to public use, by purchase, lease, gift, condemnation, or any other legal means, for the purpose of:

(A) eliminating unhealthful, unsanitary, or unsafe conditions;

(B) lessening density, eliminating obsolete or other uses detrimental to the public welfare, or otherwise for removing or preventing the spread of blight or deterioration; or

(C) providing land for needed public facilities or public improvement;

- (ii) negotiate and contract for the acquisition of such land and property or any right, interest, franchise, easement, or privilege therein; and

- (iii) institute or cause to be instituted from time to time, in the name of, and for, the Mayor and City Council of Baltimore such condemnation proceedings as may be necessary to acquire such land and property or any right, interest, franchise, easement, or privilege therein.

(2) Provided, however, that any land or property owned by the State of Maryland or the Housing Authority of Baltimore City shall not be acquired without the prior consent of the State or the Housing Authority of Baltimore City, as the case may be.

(d) *Development or redevelopment.*

In accordance with applicable Renewal Plans or Conservation Plans, to develop or redevelop, including but not limited to renovation or rehabilitation, any and all land or property acquired by any of the methods hereinbefore mentioned.

(e) *Demolishing, relocating, etc., buildings, etc.*

In accordance with applicable Renewal Plans or Conservation Plans, to:

- (1) demolish, remove, relocate, improve, renovate, or alter land, buildings, streets, highways, alleys, utilities, or services and other structures or improvements within areas of operation; and
- (2) within areas of operation, construct, reconstruct, install, or repair streets, highways, alleys, utilities, or services in connection with the development, redevelopment, renovation, rehabilitation, or conservation of land or property.

(f) *Disposing of property.*

- (1) In accordance with applicable Renewal Plans or Conservation Plans, to sell at public or private sale, lease, convey, transfer, or otherwise dispose of any land or property, or any interest therein, acquired by it regardless of whether or not it has been developed, redeveloped, altered, or improved and irrespective of the manner or means in or by which it may have been acquired, to the United States of America, the Housing Authority of Baltimore City, or the State of Maryland, or any department or agency thereof, or of any private, public, or quasi-public corporation, partnership, association, person, or other legal entity, for conservation, development, or redevelopment, including but not limited to the renovation or rehabilitation thereof.
- (2) Provided, however, that all contracts for the sale, lease, conveyance, transfer, or other disposition of any of said land or property or for the transfer of any other interest therein shall be executed in the name of the Mayor and City Council of Baltimore and shall require the approval of the Board of Estimates prior to execution as to the legal and financial ability of the contracting parties.
- (3) Such contracts shall provide for the sale, lease, conveyance, transfer, or other disposition of land or property or any interest therein at such prices and on such terms as may be appropriate to the uses prescribed for such land or property by the applicable Renewal Plan or Conservation Plan and the restrictions upon, and the covenants, conditions, and obligations assumed by the purchaser, transferee, or lessee.
- (4) Any lessee or tenant who is a party to any such lease or rental agreement, or any successor in interest or title, shall not have any right to redeem the rent, fee, or charge reserved or to be paid by any such lessee or tenant, or by any successor in interest or title, under the terms of any such lease or rental agreement, except to the extent and in the manner set forth in any such particular lease or rental agreement, if any such right is specifically and definitely granted therein.

(g) *Imposing conditions on disposition.*

In accordance with applicable Renewal Plans or Conservation Plans, to require the insertion of appropriate provisions in any legal instrument pertaining to the sale, lease, conveyance, transfer, or other disposition of any land or property or any interest therein, providing that:

- (1) the purchaser, transferee, or lessee shall begin and complete its operations within a predetermined, reasonable period of time;

- (2) the standards of population density, property maintenance, type of land use, and other standards established for the particular parcel of land or property shall be maintained; and
- (3) any or all covenants, conditions, and restrictions contained in such legal instrument shall be binding on any subsequent purchaser, transferee, lessee, or any successor in interest or title.

(h) *Acquisition of deteriorated or abandoned property.*

- (1) Subject to the prior approval of the Board of Estimates, the Department may acquire, for and on behalf of the Mayor and City Council of Baltimore, any single-family or multiple-family dwelling unit or other structure within the boundary lines of Baltimore City, by purchase, lease, condemnation, gift or other legal means, for development and redevelopment, including but not limited to the renovation, rehabilitation and disposition thereof, when the Commissioner has determined:
 - (i) that such dwelling unit or other structure has deteriorated to such extent as to constitute a serious and growing menace to the public health, safety and welfare;
 - (ii) that such dwelling unit or other structure is likely to continue to deteriorate unless corrected;
 - (iii) that the continued deterioration of such dwelling unit or other structure may contribute to the blighting or deterioration of the area immediately surrounding the said dwelling unit or other structure; and
 - (iv) that the owner of such dwelling unit or other structure has failed to correct the deterioration thereof.
- (2) (i) In this paragraph, “abandoned property” has the meaning given in § 21-17 of the Public Local Laws of Baltimore City.
- (ii) Subject to the approval of the Board of Estimates, the Department, acting on behalf of the Mayor and City Council of Baltimore, may:
 - (A) negotiate for and acquire, by purchase, lease, gift, condemnation, or any other legal means, any abandoned property in the City for development or redevelopment;
 - (B) develop or redevelop any abandoned property acquired, including but not limited to the demolition or rehabilitation of the property or otherwise eliminating blighting and unsafe conditions;
 - (C) sell, transfer, or otherwise dispose of any abandoned property acquired, regardless of whether the property has been altered or improved; and
 - (D) use, operate, manage, or maintain any abandoned property acquired pending development, redevelopment, or other disposition.

(i) *Reservations of public use.*

To preserve for the United States of America, the State of Maryland, or the Mayor and City Council of Baltimore, or any department or agency thereof, any land or property, or any rights or interests therein, for public use, irrespective of the manner or means in or by which it may have been acquired.

(j) *Right of entry.*

To enter upon and inspect any land, building, or property for the purposes of making surveys, examinations, or appraisals, or obtaining any needful information or data for the preparation of Renewal Plans and Conservation Plans.

(k) *Temporary leasing or operation.*

Pending the disposition of land or property acquired, to temporarily lease or operate and maintain such land or property for such uses and purposes as may be deemed desirable even though not in conformity with the applicable Renewal Plan or Conservation Plan.

(l) *Management, etc.; fees, etc.*

To manage, operate, maintain, and repair land and property and collect fees, rentals, or charges thereon.

(m) *Governmental grants or aids.*(1) *{The power to:}*

(i) petition for, negotiate with, and accept from the United States of America, or the State of Maryland or any department or agency thereof, or any other source, loans, advances, contributions, grants, or aids of any character which may from time to time become available for the preparation of Renewal Plans or Conservation Plans, the undertaking of Renewal Projects or Conservation Projects, or the performance of any other function or power contemplated by this ordinance *{subtitle}*; and

(ii) agree to the conditions to be included in any contract or other legal instrument to be entered into in connection with any such loan, advance, contribution, grant, or aid.

(2) Provided, however, that all such contracts and legal instruments shall require the approval of the Board of Estimates prior to execution.

(n) *Professional services — contracting for.*

Subject to the prior approval of the Board of Estimates, to contract, from time to time, with any private, public, or quasi-public corporation, partnership, association, person, or other legal entity for the furnishing of consulting, planning, designing, engineering, or other technical or specialized services in connection with the duties, powers, and functions of the Department of Housing and Community Development.

(o) *Professional services — employment of.*

Subject to the prior approval of the Board of Estimates, to employ or hire, from time to time, by contract, consulting, planning, or designing engineers or other persons possessing technical or specialized skills in connection with the duties, powers, and functions of the Department of Housing and Community Development.

(p) *Spending money.*

To expend such funds as may be available to it for such purposes for the performance of its functions and the exercise of its powers under this ordinance.

(q) *Hearings, oaths, subpoenas, etc.*

To conduct public or private hearings on any matter material to the duties, powers, or functions of the Department of Housing and Community Development, administer oaths, conduct examinations and take testimony, and require the attendance of witnesses and the production of books and papers.

(r) *Contracts.*

Except as otherwise specifically provided in this ordinance, and subject to the provisions, where applicable, of the Charter of Baltimore City (1964 Revision), as amended from time to time, to make and enter into, on behalf of the Mayor and City Council of Baltimore, without the approval of the Board of Estimates, contracts, leases, agreements, and other legal instruments of every kind, character, and description relative to the performance of the duties, powers, and functions of the Department of Housing and Community Development.

(s) *Counseling and advisory services.*

To provide counseling and advisory services to property owners, tenants, and investors with respect to improving, managing, and financing property and investment opportunities and with respect to other areas of information related to the duties, powers, and functions of the Department of Housing and Community Development.

(t) *Promoting sound development, etc.*

To promote the sound development and redevelopment, including but not limited to renovation and rehabilitation, of areas within the City of Baltimore which may be benefitted through the exercise of the functions and powers vested in the Department of Housing and Community Development and to conduct studies and negotiate with owners, builders, investors, and others toward this end.

(u) *Enforcing zoning laws.*

To enforce the zoning laws and ordinances of the City of Baltimore, including but not limited to the regulation and restriction of the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards and other open spaces,

the density of population, and the location, and use of buildings, structures and land for trade, industry, residence, or other purposes.

(v) *Regulating construction.*

{The power to:}

- (1) issue permits for, and exercise such supervision and inspection over, building construction and installations, the use of land and buildings, the alteration, relocation, repair, reconstruction, and change of occupancy of buildings and the number of families housed in buildings in the City; and
- (2) have such powers and duties to inspect, repair, condemn, and remove private property in Baltimore City at the expense of the owner thereof as are now or may hereafter be conferred upon it by law or ordinance.

(w) *Rules and regulations — general.*

To adopt such rules and regulations as it may deem necessary and proper for the transaction of the business of the Department and for the enforcement of the ordinances and regulatory codes which it administers.

(x) *Joint and several powers.*

To exercise all or any part or combination of powers herein granted.

(y) *Rules and regulations — condemnations.*

- (1) To adopt such rules and regulations as it may deem necessary and proper to carry out the provisions of Article 33A of the Annotated Code of Maryland (1971 Supplement) *{Title 12 of the State Real Property Article}*, as the same may be amended from time to time.
- (2) Provided, however, that such rules and regulations as herein provided shall not be effective until first approved by the Board of Estimates.

(z) *Encouraging industrial, commercial development.*

To encourage industrial and commercial development within Baltimore City.

(aa) *Advising on economic development policies.*

To advise the Mayor and the City Council of Baltimore concerning policies affecting economic development and to recommend changes in such policies in order to improve the climate for industry and commerce in the City, thus to promote economic growth and stabilization.

(bb) *Promoting commercial, industrial relocation.*

To disseminate knowledge of the desirability of commercial and industrial firms being located in Baltimore City.

(cc) *Sounding board for problems.*

To serve as a sounding board for problems which industries are having with governmental programs, regulations, practices, etc.

(dd) *Identifying opportunities for economic activity.*

To identify opportunities and means for bringing about new or sustained private economic activities in the City, thereby helping to maintain and expand employment and to stimulate retention and strengthening of the City's tax base.

(ee) *Coordinating agency efforts.*

To coordinate the efforts of the various agencies and groups, public and private, involved in whole or in part with economic development in Baltimore City. Such coordination is to be directed toward the accomplishment of maximum results with a minimum of duplication in effort.

(ff) *Analyzing City's economic potential.*

To study and analyze, in cooperation with the Department of Planning and others, the City's economic potential and to maintain on a continuing basis such statistics and analyses as may be necessary.

(gg) *Informing on conditions and trends.*

To maintain and disseminate information on relevant conditions and trends affecting the health of economic activities in the City and make recommendations on measures dealing with these conditions and trends.

(hh) *Long-range plans for economic development.*

To formulate and execute with the Department of Planning and others a comprehensive long-range plan for economic development policies in order to encourage economic growth and stabilization.

(ii) *Other services.*

To provide such other services as may be essential to encouraging the overall economic growth of Baltimore City.

(jj) *Industrial growth.*

(1) *In general.*

- (i) Except as otherwise specified by law, the Department of Housing and Community Development may exercise all of the powers set forth in Article II, § (15A) of the City Charter.

- (ii) The powers conferred on the Department by this subsection do not in any way limit any of the powers conferred on the Department under Article II, § (15) of the City Charter, including those involving the establishment of Urban Renewal Plans or Conservation Plans for economic development.
- (iii) In exercising the powers conferred by this subsection, the Department need not establish an urban renewal area or plan as provided for in §§ 2-4, 2-5, and 2-6 of this article.

(2) *Powers enumerated.*

The powers conferred by this subsection include but are not limited to the following:

- (i) subject to paragraph (3) of this subsection, to acquire, within the boundary lines of Baltimore City, land and property of every kind, by purchase, gift, condemnation, or any other legal means for or in connection with the industrial growth of Baltimore City;
- (ii) to sell, lease, convey, transfer, or otherwise dispose of this land or property, irrespective of the means by which it was acquired, to the United States of America, the State of Maryland, any department or agency of either, or any private, public, or quasi-public corporation, partnership, association, person, or other legal entity, to be used for or in connection with the industrial growth of Baltimore City; and
- (iii) in connection with any purpose or object of Article II, § (15A) of the City Charter, to petition to and accept from the United States of America, the State of Maryland, any department or agency of either, or any other source, any loan, grant, or aid of any type and, on the sole approval of the Board of Estimates, make and execute any contract or other legal instrument with any of these parties.

(3) *Limitations on condemnation authority.*

- (i) Except as authorized by Article II, § (15) of the City Charter, no property may be acquired under this subsection by condemnation if the property is:
 - 1. occupied lawfully, in whole or in part, for residential use; or
 - 2. located in a Residence, Office-Residence, or Business Zoning District.
- (ii) No property may be acquired under this subsection by condemnation unless specifically authorized by Ordinance of the Mayor and City Council.

(4) *Leases.*

- (i) Any lease entered into under or in connection with any purpose or object of Article II, § (15A) of the City Charter is hereby declared to be exclusively for business purposes.
- (ii) A tenant under that lease has no right to redeem the rent, fee, or charge reserved or to be paid by the tenant, except as specifically and definitely granted in the lease.

(5) *Board of Estimates' approval.*

- (i) Before the City may acquire any land or property under Article II, § (15A) of the City Charter, the Board of Estimates, in its sole and absolute discretion, must first determine that the land or property is needed for or in connection with the industrial growth of the City of Baltimore, as contemplated by Article II, § (15A).
- (ii) Before the City may dispose of any land or property acquired under Article II, § (15A) of the City Charter, the Board of Estimates, in its sole and absolute discretion, must first determine that the land or property will be used for or in connection with industrial growth in Baltimore City, as contemplated by Article II, § (15A).
- (iii) The terms and conditions of any contract for the acquisition or disposition of any land or property must be approved by the Board of Estimates.

(kk) *Implementation by contractor.*

- (1) It may be appropriate to contract with another person or persons for the continuing implementation of some or all of the functions and duties authorized by this section.
- (2) Any such contractual arrangements shall provide for:
 - (i) submittal to the Mayor and to the City Council of the annual budget for such persons in such detail as shall be from time to time required by the Department of Finance in the same fashion as is generally applicable to municipal agencies, including the procedure applicable to supplemental budgets;
 - (ii) the right of the Board of Estimates and of the City Council to approve or disapprove the proposed expenditure detail in the same fashion as applies to municipal budgets;
 - (iii) submittal of the semi-annual report of operations to the Mayor and to the City Council; and
 - (iv) annual financial report and audit.

(ll) *Annual report to Council; limitations on powers.*

- (1) The Department of Housing and Community Development shall report to the City Council at least annually as to its operations pursuant to this section, and its report shall include an inventory of land and other assets acquired, held, or disposed of.
- (2) No contract shall be entered into in the implementation of the powers granted by this section which binds the City Council to any further appropriation without the prior approval of the City Council.

- (3) All capital assets acquired pursuant to the provisions of this section shall be held in the name of the Mayor and the City Council of Baltimore.

(mm) *Blighting or deteriorating property.*

- (1) Subject to the prior approval of the Board of Estimates and the City Council as hereafter provided, to acquire for and on behalf of the Mayor and City Council of Baltimore any parcel of vacant land within the boundary lines of Baltimore City by purchase, lease, condemnation, gift, or other legal means, for consideration with adjoining property or properties for land banking, or for development, including disposition thereof, when the Commissioner has determined:

- (i) that such parcel of vacant land constitutes a serious and growing menace to the public health, safety and welfare;
- (ii) that such parcel of vacant land contributes to the blighting or deterioration of the area immediately surrounding it; and
- (iii) that the owner of such parcel of vacant land has failed to maintain the said parcel or to correct the blighting influence thereof.

- (2) Prior approval of the City Council shall be obtained by sending a list of properties proposed to be acquired hereunder to the members of the City Council and to the President of the City Council, who shall have a list published in the City Council Journal, and, if no written objection to the acquisition thereof by a member of the Council is received by the President within 15 days of publication, he shall so certify to the Commissioner; where timely objection to the acquisition of a property is made, the acquisition of said property shall be deemed not approved by the City Council and then the Commissioner shall seek authority for such acquisition by ordinance of the Mayor and City Council.

(City Code, 1976/83, art. 13, §26.) (Ord. 68-152; Ord. 1972-017; Ord. 1975-1022; Ord. 1977-325; Ord. 99-508; Ord. 03-517.)

§ 2-8. Duties.

(a) *In general.*

In addition to other duties herein specified, the Department of Housing and Community Development shall be responsible for the following.

(b) *Annual report to Mayor.*

It shall render to the Mayor an annual written report of its activities and operations during the preceding year.

(c) *Central records system.*

It shall establish and maintain a central records system in connection with its housing and building code enforcement operations.

(City Code, 1976/83, art. 13, §27.) (Ord. 68-152.)

§ 2-9. Cooperation by other City agencies.

The several officers, departments, bureaus, and agencies of the City of Baltimore shall cooperate with the Department of Housing and Community Development in the exercise of its powers and functions, and upon request, shall furnish such available information, records and statistics as may be needed by the Department of Housing and Community Development in the exercise of its powers and functions.

(*City Code, 1976/83, art. 13, §28.*) (*Ord. 68-152.*)

§ 2-10. Title to property.

Title to all land and property and any interests therein acquired by the Department of Housing and Community Development shall be taken in the name of the Mayor and City Council of Baltimore, but the Department of Housing and Community Development shall act as custodian of all such land and property and interests therein.

(*City Code, 1976/83, art. 13, §29.*) (*Ord. 68-152.*)

§ 2-11. Sale or lease proceeds.

(a) *Special account required.*

The proceeds realized from the sale or lease of any land or property or interest therein by the Department of Housing and Community Development shall be preserved by the Department of Finance in a special account or accounts, and the funds in such special account or accounts shall be used only for the purposes recited in this ordinance {*subtitle*} after appropriation in an annual Ordinance of Estimates.

(b) *Exception for temporary federal loan.*

Provided, however, that proceeds realized from the sale or lease of any land or property or interest therein by the Department of Housing and Community Development in a project or projects for which a Federal temporary loan has been granted shall be treated in accordance with provisions of the Federal contract under which such loan has been made.

(*City Code, 1976/83, art. 13, §30.*) (*Ord. 68-152.*)

§ 2-12. Dissolution of Baltimore Urban Renewal and Housing Agency.

(a) *Agency dissolved.*

The Baltimore Urban Renewal and Housing Agency, established under Ordinance No. 692 of the Mayor and City Council of Baltimore, approved December 31, 1956, is hereby dissolved.

(b) *Powers, etc., devolve to Department.*

The Department of Housing and Community Development is hereby authorized and directed, in the place and stead of the Baltimore Urban Renewal and Housing Agency, to:

- (1) exercise and perform all the powers, duties, functions and discretions that heretofore have been vested in the Baltimore Urban Renewal and Housing Agency under the terms and

provisions of any and all laws or ordinances or any and all contracts, agreements, or other legal instruments which heretofore may have been entered into by the Mayor and City Council of Baltimore; and

- (2) exercise and perform all of the powers, duties, and functions which the Baltimore Urban Renewal and Housing Agency heretofore exercised or performed or was authorized to exercise or perform in connection with the issuance of certificates of indebtedness of the Mayor and City Council of Baltimore and the expenditure of the proceeds derived from the sale of said certificates of indebtedness authorized to be issued under the terms and provisions of Chapter 42 of the Laws of Maryland of 1947, and ordinances of the Mayor and City Council of Baltimore — No. 335, approved July 2, 1948; No. 1101, approved June 4, 1954; No. 1596, approved July 10, 1958; No. 271, approved June 18, 1964; No. 853, approved June 29, 1966; and No. 1072, approved June 29, 1967 — or any other law.

(c) *Future proceedings.*

All future proceedings and actions relating to pending matters concerning those areas of the City of Baltimore heretofore approved by ordinance of the Mayor and City Council of Baltimore as “Renewal Areas” shall be governed by the applicable provisions of this ordinance *{subtitle}*.

(d) *Savings clause.*

Nothing contained in this ordinance *{subtitle}* shall be taken or construed directly or indirectly to repeal, amend, alter, modify, or affect in any manner or to any extent, except in the manner and to the extent specifically and definitely set forth in this ordinance *{subtitle}*:

- (1) any of the certificates of indebtedness that heretofore have been issued by the Mayor and City Council of Baltimore under the provisions of Chapter 42 of the Laws of Maryland of 1947, and ordinances of the Mayor and City Council of Baltimore — No. 335, approved July 2, 1948; No. 1101, approved June 4, 1954; No. 1596, approved July 10, 1958; No. 271, approved June 18, 1964; No. 853, approved June 29, 1966; and No. 1072, approved June 29, 1967— or any other law;
- (2) the power and authority of the Mayor and City Council of Baltimore to issue and sell the balance of the unissued certificates of indebtedness of the Mayor and City Council of Baltimore heretofore authorized and approved to be issued by the Mayor and City Council of Baltimore under the provisions of the aforesaid Chapter of the Laws of Maryland and ordinances of the Mayor and City Council of Baltimore or any other law;
- (3) any act or thing or any contract, deed, lease, agreement, or other legal instrument heretofore done, made, or entered into by the Mayor and City Council of Baltimore, the Commissioners of Finance or the Board of Estimates of said municipality, or the Baltimore Urban Renewal and Housing Commission, or any of them, or any combination of 2 or more of them under the provisions of any of the Laws of Maryland or ordinances of the Mayor and City Council of Baltimore, including but not limited to Ordinances — No. 335, approved July 2, 1948; No. 1101, approved June 4, 1954; No. 1596, approved July 10, 1958; No. 271, approved June 18, 1964; No. 853, approved July 29, 1966; and No. 1072, approved June 29, 1967, or any other law, or in connection with any of the matters or things mentioned in or contemplated by any of the Laws of Maryland or

ordinances of the Mayor and City Council of Baltimore, including but not limited to the aforesaid ordinances, or any other law; or

- (4) any of the powers, duties, or functions of the Mayor and City Council of Baltimore, the Commissioners of Finance, or the Board of Estimates of said municipality, or any of them, or any combination of 2 or more of them, under the provisions of any of the Laws of Maryland or ordinances of the Mayor and City Council of Baltimore, including but not limited to Ordinances — No. 335, approved July 2, 1948; No. 1101, approved June 4, 1954; No. 1596, approved July 10, 1958; No. 271, approved June 18, 1964; No. 853, approved June 29, 1966; and No. 1072, approved June 29, 1967, or any other law, or in connection with any of the matters or things mentioned in or contemplated by any of the Laws of Maryland or ordinances of the Mayor and City Council of Baltimore, including but not limited to the aforementioned ordinances.

(City Code, 1976/83, art. 13, §31.) (Ord. 68-152.)

§ 2-13. Transfer of powers from Department of Public Works.

(a) *Building and zoning authority.*

All of the powers, duties, and responsibilities conferred or imposed on the Department of Public Works pursuant to §§ 33 and 34 of Article VII of the Charter of Baltimore City (1964 Revision) {Article VII, § 32 of the City Charter (1996 Edition)}, including

- (1) the authority to issue permits for, and exercise such supervision and inspection over, building construction and installations, the use of land and buildings, the alterations, relocation, repair, reconstruction, and change of occupancy of buildings and the number of families housed in buildings in the City and the power and duty to inspect, repair, condemn, and remove private property in Baltimore City at the expense of the owner thereof as are now or may hereafter be conferred by law or ordinance, and
- (2) the right to exercise the powers and perform the duties conferred and imposed upon the Zoning Commissioner by Ordinance No. 1247, approved March 30, 1931, as amended from time to time, and as are now or may hereafter be conferred upon him by law or ordinance,

are hereby transferred and assigned to the Department of Housing and Community Development.

(b) *Powers of Building Inspection Bureau.*

The Department of Housing and Community Development is hereby authorized and directed in the place and stead of the Department of Public Works to exercise and perform all of those powers, duties, functions and discretions that were vested in the Department of Public Works, which were, prior to the effective date of Ordinance No. 1091 of the Mayor and City Council of Baltimore, approved August 2, 1967, vested in the Bureau of Building Inspection under the terms and provisions of any and all contracts, agreements or other legal instruments, which heretofore may have been entered into by the Mayor and City Council of Baltimore in the exercise and performance of the powers, duties and functions authorized by §§ 33 and 34 of Article VII of the Charter of Baltimore City (1964 Revision) {Article VII, § 32 of the City Charter (1996 Edition)}.

(c) *Powers of Building Inspection Engineer and Zoning Commissioner.*

The Commissioner of the Department of Housing and Community Development is hereby authorized and directed to exercise and perform all of those authorities, powers, responsibilities, rights and/or duties imposed or conferred upon the Director of Public Works pursuant to §§ 33 and 34 of Article VII of the Charter of Baltimore City (1964 Revision) *{Article VII, § 32 of the City Charter (1996 Edition)}* which were, prior to the effective date of Ordinance No. 1091 of the Mayor and City Council of Baltimore, approved August 2, 1967, imposed or conferred by ordinance or otherwise upon the Building Inspection Engineer and the Zoning Commissioner.

(d) *Community Services Division unaffected.*

Nothing in this § 2-13 shall be taken or construed to require the transfer of the Community Services Division to the Department of Housing and Community Development, and said Community Services Division shall remain in the Department of Public Works.
(*City Code, 1976/83, art. 13, §32.*) (*Ord. 68-152.*)

§ 2-14. Conflicts of interest.(a) *Interest in property.*

- (1) No officer or employee of any agency of the Mayor and City Council of Baltimore which is vested with any power or authority to be exercised under the provisions of this ordinance *{subtitle}* shall acquire any financial interest, direct or indirect, in any land or property which may be acquired under any of the provisions of this ordinance *{subtitle}*.
- (2) If any such officer or employee owns or controls a financial interest in such land or property or involuntarily acquires the same, he immediately shall disclose such interest in writing to the Department of Housing and Community Development, and such disclosure shall be entered upon the records of the Department.

(b) *Interest in developer, etc.*

No such officer or employee shall have any interest, direct or indirect, in any legal entity, other than the United States of America, the State of Maryland, or the Mayor and City Council of Baltimore, or any agency thereof, or a non-profit corporation as defined by the Internal Revenue Code from time to time, which shall contract to develop, redevelop, renovate, or rehabilitate any land or property acquired pursuant to this ordinance *{subtitle}*.

(c) *Ethics Code prevails.*

If any provision of this section conflicts with any provision of City Code Article 8 {"Ethics"}, the more stringent provision prevails.
(*City Code, 1976/83, art. 13, §33.*) (*Ord. 68-152; Ord. 82-807; Ord. 04-795.*)

SUBTITLE 3
HUMAN SERVICES DIVISION

§ 3-1. Declaration of policy and findings of fact.

(a) *In general.*

The City Council finds that:

- (1) there live within the City of Baltimore persons and families who subsist in conditions of abject poverty;
- (2) there are concentrations of such persons and families in certain deteriorated neighborhoods within the City;
- (3) illiteracy, illegitimacy, crime, juvenile delinquency, ill health, and other symptoms of social breakdown all result from or are coincidental with such poverty and are rampant in said neighborhoods;
- (4) many of said impoverished persons and families are dependent upon public subsidy for their subsistence; *{and}*
- (5) many of the services available to help them attain a state of economic self-sufficiency and social productivity either are not being utilized by them or are being inappropriately utilized in uncoordinated, piecemeal fashion.

(b) *Program of concerted action needed.*

The City Council further finds that:

- (1) to eliminate the causes of poverty and the problems attendant upon it, it is imperative for the City of Baltimore to engage in a total program of concerted community action which will harness and synchronize its resources for remedial education, job training, health care, environmental improvement, social and physical rehabilitation, and training in home management and healthy family living; *{and}*
- (2) such a program, to be effective, must attack the problem at its source, in the neighborhoods.

(City Code, 1976/83, art. 13, §33A.) (Ord. 93-274.)

§ 3-2. Human Services Division; Commission.

(a) *Division — established.*

There is hereby created the Human Services Division in the Department of Housing and Community Development.

(b) *Division — powers.*

The Division shall have such powers and responsibilities as are granted to community action agencies under state law, and such other powers as are granted to it by law, ordinance, or resolution.

(c) *Commission — established; powers.*

There is hereby created the Human Services Commission, with membership as provided in this subtitle and with powers and responsibilities as may be determined by the Board of Estimates.

(d) *Commission — composition.*

The Commission shall be composed of 31 members:

- (1) $\frac{1}{3}$ of the members shall be elected public officials selected by the Mayor to serve ex officio, or their representatives;
- (2) at least $\frac{1}{3}$ of the members shall be persons chosen by a democratic selection method as determined by the Mayor to assure that they are representative of the poor in the area served;
- (3) the other members shall be officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community appointed by the Mayor pursuant to Article IV, § 6, of the Baltimore City Charter (1964 Revision, as amended).

(e) *Commission — vacancies; compensation.*

- (1) If a vacancy occurs on the Commission, the vacancy shall be filled for the unexpired term in the same manner as the office was previously filled.
- (2) The Commission members shall serve without compensation, but shall be reimbursed for all expenses necessarily incurred.

(f) *Commission — terms.*

- (1) Each member of the Commission shall serve for a term of 4 years, concurrent with the Mayor's term of office, and until his or her successor is duly appointed and qualified.
- (2) No member may serve more than 1 full term, more than 5 consecutive years, or more than a total of 10 years.

(g) *Commission — voting; quorum; officers.*

- (1) Each member of the Commission shall be entitled to 1 vote.
- (2) A majority of said Commission shall constitute a quorum for the transaction of any business or the exercise of any power in the performance of any duty authorized or imposed by this subtitle.

(3) The Mayor shall designate one appointed member of the Commission as its Chair, and the Commission shall elect a member as its Vice-Chair.
(*City Code, 1976/83, art. 13, §33B.*) (*Ord. 93-274; Ord. 99-526.*)

§ 3-3. Staff.

(a) *Executive Deputy Commissioner.*

- (1) The Mayor shall appoint an Executive Deputy Commissioner, who shall be the head of the Division.
- (2) The Executive Deputy Commissioner shall serve for a period of 4 years and shall be appointed in the manner designated in Article IV, § 6 of the Baltimore City Charter (1964 Revision, as amended).
- (3) The Executive Deputy Commissioner shall have such duties as the Mayor shall impose upon the Executive Deputy Commissioner to execute the powers granted under this subtitle.
- (4) Until such time as an Executive Deputy Commissioner is appointed as provided herein, the Mayor shall appoint an Interim Executive Deputy Commissioner who shall perform the duties of the office until the aforesaid appointment is made.

(b) *Civil Service; compensation.*

- (1) The Executive Deputy Commissioner, when employing such other persons as may be required, shall comply with the provisions of the Baltimore City Charter relating to Civil Service.
- (2) Compensation of all persons so employed by the Division and all other necessary expenses shall be paid at such rates and in such amounts as the Board of Estimates shall approve and in accordance with the annual Ordinance of Estimates of the City of Baltimore.
(*City Code, 1976/83, art. 13, §33C.*) (*Ord. 93-274.*)

DIVISION II: NON-OWNER-OCCUPIED DWELLINGS; CONDOMINIUMS**SUBTITLE 4
NON-OWNER-OCCUPIED DWELLINGS****§ 4-1. Definitions.****(a) *In general.***

In this subtitle, the following terms have the meanings indicated.

(b) *Commissioner.*

“Commissioner” means the Commissioner of Housing and Community Development or the Commissioner’s designee.

(c) *Dwelling unit.*

“Dwelling unit” has the meaning stated in § 202.2 of the Property Maintenance Code of Baltimore City.

(c-1) *Non-Owner-occupied dwelling unit.*

“Non-owner-occupied dwelling unit” means any dwelling unit that is:

- (1) unoccupied; or
- (2) occupied, but not by an owner of the dwelling.

(d) *Person.***(1) *In general.***

“Person” means:

- (i) an individual;
- (ii) a receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind; and
- (iii) a partnership, firm, association, corporation, or other entity of any kind.

(2) *Inclusions.*

“Person” includes, except as used in § 4-13 {“Penalties”} of this subtitle, a governmental entity or an instrumentality or unit of a governmental entity.

(Ord. 02-475; Ord. 05-170.)

§ 4-2. Scope.

This subtitle applies to every non-owner-occupied dwelling unit, whether or not it is occupied, fit for human habitation, or revenue producing.
(Ord. 02-475.)

§ 4-3. Rules and regulations.

(a) *Commissioner may adopt.*

The Commissioner may adopt rules and regulations to carry out this subtitle.

(b) *Filing with Legislative Reference.*

A copy of all rules and regulations adopted under this subtitle must be filed with the Department of Legislative Reference.
(Ord. 02-475.)

§ 4-4. {Reserved}**§ 4-5. Registration required.**

(a) *In general.*

The owner of a non-owner-occupied dwelling unit must file an annual registration statement for that unit with the Commissioner.

(b) *New owner registration.*

(1) A new owner of a dwelling unit must file the registration statement within 10 days of acquiring title to the unit.

(2) If the previous owner had registered the unit and paid the applicable registration fee for the current registration period, the new owner need not pay any registration fee for that registration period.

(Ord. 02-475; Ord. 05-170.)

§ 4-6. Registration statement – Contents.

(a) *In general.*

Each registration statement must be in the form that the Commissioner requires and contain the following information:

(1) a description of the premises by street number or by block-and-lot;

(2) the name, street address, and telephone number of the unit's owner of record;

- (3) the name, street address, and telephone number of the unit's managing operator, if other than the owner;
- (4) if the owner is a corporation, limited partnership, limited liability company, or similar entity, the name, street address, and telephone number of its resident agent; and
- (5) if the owner is a partnership or other similar entity, the name, street address, and telephone number of a responsible partner or officer.

(b) *Authorized agent.*

- (1) The statement must also contain the name, local street address, and telephone number of an adult individual designated by the owner as the owner's authorized agent for receiving notices and service of process in connection with the dwelling unit.
- (2) An individual may be designated as an authorized agent only if he or she:
 - (i) resides in the City; or
 - (ii) customarily transacts business in an office in the City.
- (3) A tenant of a dwelling unit may not be designated as an authorized agent for receiving notices or service of process relating to that tenant's unit.

(c) *Change of operator or agent.*

- (1) The Commissioner must be notified within 10 days of any change in the managing operator or authorized agent.
- (2) Service on an individual previously designated as an authorized agent is legal and sufficient service until the owner notifies the Commissioner of a new authorized agent.

(Ord. 02-475.)

§ 4-7. Registration statement – Confidentiality.

(a) *In general.*

Except as otherwise specified in this section, the registration statements required by this section are confidential records and are not open to public inspection.

(b) *Exception – Neighboring property owners, residents, etc.*

For a specified property, the Commissioner must furnish the name, address, and telephone number of the owner or operator of that property on the written request of:

- (1) the owner or resident of property within a 1 block radius of the specified property; or
- (2) the neighborhood association for the area in which the specified property is located.

(c) *Exception – Department of Environment.*

The Commissioner may share the registration statements filed under this subtitle with the State Department of the Environment for integration with the registration information maintained by the State under State Environment Article § 6-811.

(Ord. 02-475.)

§ 4-8. Registration fees.(a) *In general.*

- (1) Except as otherwise specified in this section, an annual registration fee must be paid at the rate of \$30 for each dwelling unit, with a maximum of \$5,000 for each owner of record.
- (2) This fee must be paid at the time of registration.

(b) *Exceptions.*

No fee is charged for any dwelling unit that is:

- (1) part of a multi-unit rental property licensed under subtitle 5 of this article;
- (2) an unoccupied, habitable dwelling unit last occupied by its current owner as his or her residence;
- (3) owned by a nonprofit religious, charitable, or educational institution or organization; or
- (4) owned by a governmental entity or an instrumentality or unit of a governmental entity.

(c) *Fees to support inspections.*

- (1) All registration fees paid under this section must be accounted for in a special fund entitled “Housing Inspection Services”.
- (2) Revenues credited to the fund must be available for the purpose of supporting the inspection of housing.
- (3) The Director of Finance must submit a quarterly accounting of this fund to the chair of the City Council’s Budget and Appropriations Committee.

(Ord. 02-475.)

§ 4-9. Term and renewal.

A registration expires on August 30 of each year, unless it is renewed and the annual registration fee paid before then.

(Ord. 02-475.)

§ 4-10. {Reserved}

§ 4-11. Interest and late fees.*(a) In general.*

If a person fails to pay the registration fee imposed by this subtitle within 30 days of the date on which it is due, the person is liable for the following, in addition to the registration fee:

- (1) interest at the rate of 1% for each month or fraction of a month that the registration fee is overdue; and
- (2) a late fee at the rate of 1% for each month or fraction of a month that the registration fee is overdue.

(b) Unpaid sum a personal debt and lien.

- (1) All registration fees, interest, and late fees provided for in this section are a personal debt owed by the owner of the dwelling unit.

- (2) These fees and interest:

- (i) are a lien in favor of the Mayor and City Council of Baltimore on the dwelling unit; and

- (ii) may be collected or enforced the same as any other debts or liens due to or in favor of the Mayor and City Council of Baltimore.

(Ord. 02-475; Ord. 04-832.)

§ 4-12. {Reserved}**§ 4-13. Penalties.***(a) In general.*

Any person who violates a provision of this subtitle or of a rule, regulation, or order adopted or issued under this subtitle is guilty of a misdemeanor and, on conviction, is subject to a fine of not more than \$500 for each offense.

(b) Each day a separate offense.

Each day that a violation continues is a separate offense.

(Ord. 02-475.)

SUBTITLE 5
LICENSING OF MULTIPLE-FAMILY DWELLINGS AND ROOMING HOUSES

§ 5-1. Definitions.

(a) *In general.*

In this subtitle, the following terms have the meanings indicated.

(b) *Commissioner.*

“Commissioner” means the Commissioner of Housing and Community Development or the Commissioner’s designee.

(c) *Dwelling unit.*

“Dwelling unit” has the meaning stated in § 202.2 of the Property Maintenance Code of Baltimore City.

(d) *Multiple-family dwelling.*

“Multiple-family dwelling” has the meaning stated in § 202.2 of the Property Maintenance Code of Baltimore City.

(e) *Person.*

(1) *In general.*

“Person” means:

- (i) an individual;
- (ii) a receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind; and
- (iii) a partnership, firm, association, corporation, or other entity of any kind.

(2) *Inclusions.*

“Person” includes, except as used in § 5-21 {“Penalties”} of this subtitle, a governmental entity or an instrumentality or unit of a governmental entity.

(f) *Rooming house.*

(1) “Rooming house” has the meaning stated in § 202.2 of the Property Maintenance Code of Baltimore City.

(2) “Rooming house” includes a hotel, motel, or boarding house.

(g) *Rooming unit.*

“Rooming unit” has the meaning stated in § 202.2 of the Property Maintenance Code of Baltimore City.

(Ord. 02-475.)

§ 5-2. Rules and regulations.

(a) *Commissioner may adopt.*

The Commissioner may adopt rules and regulations to carry out this subtitle.

(b) *Filing with Legislative Reference.*

A copy of all rules and regulations adopted under this subtitle must be filed with the Department of Legislative Reference.

(Ord. 02-475.)

§ 5-3. {Reserved}

§ 5-4. License required.

No person may operate any multiple-family dwelling or rooming house without a license to do so from the Commissioner.

(Ord. 02-475.)

§ 5-5. Application for license.

(a) *In general.*

The application for a license must be made in the form that the Commissioner requires.

(b) *By whom to be made.*

The application must be made and signed by:

(1) the owner of the premises; and

(2) the lessee, if any, who will operate the business.

(Ord. 02-475.)

§ 5-6. Prerequisites for license.

A license may be issued or renewed under this subtitle only if:

(1) all dwelling units are currently registered under Subtitle 4 {“registration of Residential Properties”} of this article;

(2) the license fee required by § 5-7 of this subtitle has been paid; and

(3) the premises have been inspected by the Commissioner.
(Ord. 02-475.)

§ 5-7. License fees.

(a) *In general.*

(1) Except as otherwise specified in this section, an annual license fee must be paid at the rate of:

(i) \$25 per rooming unit; and

(ii) \$35 per dwelling unit.

(2) This fee is nonrefundable, notwithstanding any termination of operations, sale of premises, revocation of license, or otherwise.

(b) *Exceptions - owner-occupied unit.*

No fee is charged for a rooming unit or a dwelling unit if:

(1) an owner of the multiple-family dwelling or rooming house resides in the unit; and

(2) with the current application for an original or renewal license, the owner files a certificate of residency.

(c) *Exceptions - charitable entities.*

No fee is charged to a nonprofit religious, charitable, or educational institution or organization that both owns and operates the multiple-family dwelling or rooming house.

(d) *Exceptions - governmental entities.*

No fee is charged to a governmental entity or an instrumentality or unit of a governmental entity that both owns and operates the multiple-family dwelling or rooming house.

(e) *Fees to support inspections.*

(1) All license fees paid under this section must be accounted for in a special fund entitled "Housing Inspection Services".

(2) Revenues credited to the fund must be available for the purpose of supporting the inspection of housing.

(3) The Director of Finance must submit a quarterly accounting of this fund to the chair of the City Council's Budget and Appropriations Committee.

(Ord. 02-475.)

§ 5-8. Term and renewal.*(a) In general.*

Except as otherwise provided under this section, each license expires 1 year from the date of its issuance and may be renewed annually.

(b) Stagger.

- (1) The Commissioner may provided for staggered license terms, by issuing an original license or, on a 1-time basis, a renewal license for a period of less than 1 year or for a period of more than 1 year but less than 2 years.
- (2) The annual license fee will be prorated for any license period established under this subsection for less or more than 1 year.

(c) Notice of renewal and reinspection.

- (1) Before a license expires, the Commissioner will mail notice to the licensee, specifying a date and time when an inspector will be present to reinspect the premises.
- (2) Within 1 week of receiving the notice, the licensee may reschedule the inspection to a date no more than 2 weeks after the date specified in the notice.
- (3) The license will not be renewed if the licensee fails to provide entry for a scheduled inspection or unduly delays the inspection.

(d) Vacant dwellings.

If a dwelling has remained vacant for more than a year, a renewal license may be issued only if reoccupancy of the dwelling would not violate the Zoning Code of Baltimore City.

(Ord. 02-475.)

§ 5-9. {Reserved}**§ 5-10. Posting license.**

The license issued under this subtitle must be prominently displayed in the vestibule, lobby, or other public place on the premises.

(Ord. 02-475.)

§ 5-11. Transfer of license.*(a) In general.*

Any person who assumes the ownership or operation of a licensed multiple-family dwelling or rooming house must, within 15 days of assuming ownership or operation, apply to the Commissioner for transfer of the license.

(b) *Fee.*

The fee for a transfer is \$25.
(*Ord. 02-475.*)

§ 5-12. Discontinuance of use.

Notwithstanding a discontinuance of operations, an annual license must be obtained unless the Commissioner has issued a permit reflecting a change of use for the property.
(*Ord. 02-475.*)

§§ 5-13 and 5-14. {Reserved}

§ 5-15. Revocation of license – In general.

Subject to the hearing provisions of § 5-16 of this subtitle, the Commissioner may revoke a license if the Commissioner finds, or if the Fire Chief, Health Commissioner, or Police Commissioner certify to the Commissioner, that:

- (1) the owner or lessee of a multiple-family dwelling or rooming house has failed to comply with any lawful notice or order to correct a violation that affects the health, safety, morals, or general welfare of the occupants of the property or of the general public; or
- (2) the owner or lessee of a multiple-family dwelling or rooming house, or any agent of the owner or lessee:
 - (i) has allowed the premises to be used for the purpose prostitution, drug trafficking, or other criminal activity or for any other activity that creates or constitutes a nuisance; or
 - (ii) knew or should have known that the premises were being used for one of these purposes and failed to prevent them from being so used.

(*Ord. 02-475.*)

§ 5-16. Revocation of license – Notice and hearing.

(a) *In general.*

No license may be revoked unless the Commissioner first gives the licensee:

- (1) not less than 10 days notice in writing of the Commissioner's intent to revoke the license; and
- (2) an opportunity to be heard as to why the license should not be revoked.

(b) *Exception.*

The Commissioner may revoke a license without prior notice and opportunity to be heard if, in the opinion of the Commissioner or the Fire Chief, Health Commissioner, or Police

Commissioner, the health, safety, or welfare of the occupants or of the general public are in imminent danger.

(Ord. 02-475.)

§ 5-17. {Reserved}

§ 5-18. Vacating premises.

The Commissioner may require a multiple-family dwelling or rooming house to be vacated within 24 hours if:

(1) the property is being operated without a valid license; and

(2) vacating the premises is necessary for the public health, safety, and welfare.

(Ord. 02-475.)

§ 5-19. Interest and late fees.

(a) *In general.*

If a person fails to pay the license fee imposed by this subtitle within 30 days of the date on which it is due, the person is liable for the following, in addition to the license fee:

(1) interest at the rate of 1% for each month or fraction of a month that the license fee is overdue; and

(2) a late fee at the rate of 1% for each month or fraction of a month that the license fee is overdue.

(b) *Unpaid sum a personal debt and lien.*

(1) All license fees, interest, and late fees provided for in this section are a personal debt owed by the owner and the lessee of the multiple-family dwelling or rooming house.

(2) These fees and interest:

(i) are a lien in favor of the Mayor and City Council of Baltimore on the multiple-family dwelling or rooming house; and

(ii) may be collected or enforced the same as any other debts or liens due to or in favor of the Mayor and City Council of Baltimore.

(Ord. 02-475; Ord. 04-832.)

§ 5-20. {Reserved}

§ 5-21. Penalties.

(a) *In general.*

Any person who violates a provision of this subtitle or of a rule, regulation, or order adopted or issued under this subtitle is guilty of a misdemeanor and, on conviction, is subject to a fine of not more than \$500 for each offense.

(b) *Each day a separate offense.*

Each day that a violation continues is a separate offense.
(Ord. 02-475.)

SUBTITLE 6
TENANT'S RIGHT OF FIRST REFUSAL

§ 6-1. Statement of public policy and purpose.

It is the intent and purpose of this law *{subtitle}* that before title to any single-family residential rental property is voluntarily transferred, the tenant of that property shall have the opportunity to purchase the property on terms accepted as reasonable in the residential real estate market; and that residential property owners shall not be unreasonably impeded in selling their properties nor required to accept unreasonable terms of sale.

(City Code, 1976/83, art. 13, §46.) (Ord. 79-1228.)

§ 6-2. Definitions.

(a) *Landlord.*

As used in this law *{subtitle}*, “landlord” means an owner, lessor, sublessor, assignee, any agent thereof, or any other person receiving or entitled to receive rents or benefits for the use or occupancy of any residential rental unit within the City of Baltimore.

(b) *Tenant.*

(1) As used in this law *{subtitle}*, “tenant” means a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy or the benefits thereof, of any rental unit owned by another person, and who has resided therein for not less than 6 months.

(2) Where a rental unit had been occupied by a tenant at any time during the preceding 6 months, the last such tenant to occupy the unit shall be considered a present tenant for purposes of this law *{subtitle}*.

(3) Provided however that no tenant who has been summarily ejected for non-payment of rent pursuant to Subtitle 9 of the Public Local Laws of Baltimore City from a single-family rental property shall be entitled by this subtitle to a right of first refusal for that property.

(City Code, 1976/83, art. 13, §47.) (Ord. 79-1228.)

§ 6-3. Tenant's right of first refusal.

Before a voluntary transfer of title to a single-family rental residential property may occur, the tenant of that property shall have the right of first refusal to purchase the property. Such right shall be exercised in accordance with the provisions of this law *{subtitle}*.

(City Code, 1976/83, art. 13, §48.) (Ord. 79-1228.)

§ 6-4. Exercise of right of first refusal.

(a) *In general.*

(1) Prior to the voluntary transfer of title to a single-family residential rental property, a written offer of sale shall be made to the tenant. Such offer shall be mailed to the tenant by first

class mail, postage prepaid, and the sender shall obtain a receipt from the post office for said mailing. The offer shall state the offered sale price and those terms and conditions, not inconsistent with the provisions of this subtitle, which the landlord proposes to incorporate in any resulting contract of sale with the tenant. The tenant shall have 30 days from the date of mailing of such an offer of sale to indicate in the manner provided below his intent to exercise his right of first refusal.

- (2) If the landlord enters a sale contract with a third party at any time prior to the mailing of an offer of sale (as provided above) or the expiration of the 30-day period, notice of the contract shall be mailed in the same manner to the tenant. The tenant shall have the right to contract with the landlord in lieu of the third party and shall have a period of 30 days from the date of the mailing of the notice to indicate in the manner provided below his intent to exercise his right of first refusal, provided that the proceeds of the tenant's offer to contract are not less in amount than those offered by the third party. A notice of a contract with a third party as hereinabove provided shall constitute an offer of sale to the tenant and shall supersede any prior offer of sale.
- (3) A tenant shall notify the landlord of his decision to exercise the right of first refusal by first class mail, postage prepaid (and the sender shall obtain a receipt from the post office for said mailing) within the period of time set forth above. If a tenant proposes to use a federal, state, or local government program to assist the purchase, for either mortgage insurance/guarantee, or for direct mortgage financing, he shall specifically indicate that program in this notification to the landlord.
- (4) Following notification by the tenant, as above, of the intent to exercise that right of first refusal, the landlord must tender to the tenant within 10 days an executed contract of sale for said property on the same terms and conditions as indicated in the offer of sale or the third-party contract, with the exception of any term or condition which is inconsistent with the provisions of this subtitle, in which instance the contract shall specify terms consistent with those provisions, and provided further that the contract shall be consistent with an indication made by the tenant pursuant to *{paragraph}* (3) above, as to the use of a particular government program of mortgage insurance, guarantee, or financing.
- (5) The tenant shall have the period of 10 days after delivery to him of said contract, executed by the landlord and in accordance with the terms of this subtitle, to execute the same and return the executed contract with the required deposit to the landlord.

(b) *Sale to other for less than offer.*

- (1) If the landlord enters into a sale contract with a third party after the expiration of the 30-day period in *{subsection}* (a) above and if the net proceeds of that sales contract are less in amount than the amount in the offer of sale to the tenant, or if the terms and conditions of that sales contract are materially more favorable to the buyer than those contained in the offer of sale to the tenant, as provided in *{subsection}* (a) above, then the tenant shall be notified of such contract in the manner provided for in *{subsection}* (a) above.
- (2) The tenant shall then have the right to contract with the landlord in lieu of the third party, provided the proceeds of the tenant's offer to purchase are not less in amount than the offer

of the third party. Said right shall be in effect for 15 days from the mailing of notification of the sales contract, unless the net proceeds of the third-party sales contract are less than 80% of the amount in the offer of sale to the tenant in {subsection} (a) above, or more than 6 months has elapsed since the offer to the tenant in {subsection} (a) above, in which {case} the tenant shall have the right for 30 days from the mailing of notification.

- (3) A tenant shall exercise the right to contract in lieu of a third party pursuant to this paragraph {subsection} in the manner provided by Paragraph {subsection} (a)(3) of this section and where a tenant does so the provisions of Paragraphs {subsection} (a)(4) and (a)(5) shall apply.

(c) *Contract with other contingent.*

- (1) The validity of a sales contract between the landlord and a third party shall be contingent on compliance with the provisions of this subtitle, and the contract shall so state.
- (2) A notice from the landlord to the tenant of a contract with a third party shall include a copy of the sales contract; the name of the proposed purchaser may be deleted.
- (3) The terms of any resulting landlord-tenant sales contract shall be in accordance with the requirements of this subtitle.

(d) *Contract without sale price in dollars.*

- (1) Where a landlord's contract with a third party, which is required by Paragraph {subsection} (a) or (b) above to be submitted to the tenant, fails to set forth the sale price in dollars of the individual property for which the tenant has the right of first refusal pursuant to this subtitle, then in the notice to the tenant of said contract the landlord shall set forth a dollar amount which as a cash price is equivalent to the consideration attributable to that property under the terms of the third-party contract.
- (2) Where a tenant indicates his intention to contract with the landlord in lieu of a third party as provided herein, in tendering a contract pursuant to subsection (a)(4) the landlord may adjust the sales price to be contained therein to the extent that terms required under this subtitle would otherwise reduce the net proceeds of the sale.

(e) *Bulk sale.*

- (1) Where a landlord's contract with a third party includes the sale of 2 or more properties ("bulk sale") and a tenant indicates his intention to contract with the landlord in lieu of a third party, in tendering a contract pursuant to subsection (a)(4), the landlord may adjust the sale price to be contained therein to the extent that terms required under this subtitle would otherwise reduce the net proceeds of the sale, as net proceeds are defined in the ordinance and the regulations implementing the ordinance.
- (2) Such an adjustment may include an increase of up to 1.75% of the price at which the individual property was offered to the third party.

(City Code, 1976/83, art. 13, §49.) (Ord. 79-1228; Ord. 88-140.)

§ 6-5. Required conditions of offers and contracts.*(a) Statement of tenant's rights.*

- (1) All offers of sale to tenants shall include a statement of the tenants' rights provided by this subtitle.
- (2) A copy of all offers of sale to tenants shall be sent simultaneously to the Commissioner of the Department of Housing and Community Development.

(b) Date of settlement in sales contracts.

The date of settlement shall not be required to be less than 60 days from the date of the tenant's execution of the contract, unless the tenant has notified the landlord pursuant to § 6-4(a)(3) that he proposes to use a federal, state, or local government program to assist the purchase, in which case the date of settlement shall not be required to be less than 90 days from the date of the tenant's execution of the sales contract.

(c) Deposit for sales contract.

- (1) If a tenant proposes to use a federal, state, or local program to assist the purchase, for either mortgage insurance/guarantee or a direct mortgage, the required deposit shall not exceed the cash contribution required of the buyer by that program.
- (2) If no such program is involved in the tenant purchase, the deposit required for a sales contract shall not exceed 7% of the sale price.

(d) Use of governmental assistance protected.

No landlord may refuse to enter into a sales contract with a tenant solely because the tenant proposes to use a federal, state, or local program to assist in the financing of the purchase.

(e) Financing contingency.

- (1) A sales contract shall contain a reasonable financing contingency clause which:

- (i) shall not require the tenant to obtain financing in less than 60 days from the date a contract is tendered by the landlord as provided by § 6-4(a)(4); and
- (ii) shall excuse the tenant from performance of the sales contract if he is unable to obtain adequate financing within said 60-day period.

- (2) A requirement that the tenant make application for financing within less than 7 banking days from the date of the tenant's execution of the contract shall render said clause unreasonable.

(City Code, 1976/83, art. 13, §50.) (Ord. 79-1228.)

§ 6-6. Miscellaneous.**(a) *Any tenant will do.***

- (1) If a landlord enters into a sales contract with the tenant, as defined by this law *{subtitle}*, pursuant to the intent and requirements of this law *{subtitle}*, the landlord shall be deemed to be in compliance with this law *{subtitle}*, and to have met the requirements of this law *{subtitle}* even though such person is not the person with whom the landlord entered into a written or oral lease on the dwelling unit nor the sale occupant of the dwelling.
- (2) A landlord who has complied with the requirements of this subtitle with regard to any person qualifying as a tenant pursuant to § 6-2(b) in the transfer of a particular single-family residential property shall be deemed to have fully complied with this subtitle as to that transaction, notwithstanding the existence of any other person qualifying as a tenant thereunder.

(b) *Change in tenant.*

If, after the offer of sale, as provided in § 6-4(a), there is a change in tenants, the new tenant shall be entitled to notification and the right to enter into a contract with the landlord in lieu of a third party as required in § 6-4(b) and shall be notified upon taking possession if the property is for sale.

(c) *Waivers — right to receive offer.*

No tenant may waive his right to receive an offer of sale or notification as required by this law *{subtitle}*.

(d) *Waivers — time periods.*

- (1) A tenant may waive his right to the time periods afforded for entering into a sales contract with the landlord as provided for in § 6-4 and may grant to the landlord the right to enter into a sales contract or transfer of title to a third party without having to wait the stipulated time periods provided in § 6-4.
- (2) Any such waiver shall:
 - (i) be in writing and signed by the tenant; *{and}*
 - (ii) contain a statement, at the top of the waiver, that the tenant is under no obligation to sign such a waiver and cannot be evicted for refusal to sign the waiver.
- (3) No landlord may evict a tenant for refusing to sign a waiver of the tenant's right under this law *{subtitle}*. Any waiver not in accordance with this paragraph *{subsection}* shall be null and void and of no effect.

(City Code, 1976/83, art. 13, §51.) (Ord. 79-1228.)

§ 6-7. Exemptions.

The following transfers of title to single-family residential rental properties are exempt from the requirements of this subtitle:

- (1) transfer of title to a spouse, child or children, parents, siblings, or in-laws of the landlord;
- (2) transfer of title by will or through inheritance under the Estates and Trusts Article of the Maryland Code;
- (3) a gift to any religious, charitable, or benevolent, tax-exempt donee;
- (4) transfer of title in a mortgage or deed of trust;
- (5) transfer of title to a government agency;
- (6) transfer of, or for the sole purpose of creating, a reversionary (ground rent) interest, if the leasehold is retained by, or was not owned by, the transferor;
- (7) transfer of title in lieu of foreclosure of a mortgage or deed of trust;
- (8) any sale at public auction of a property individually, if the landlord has offered the property to the tenant as required by § 6-4(a) of this subtitle, and the tenant has failed to exercise the right of first refusal before the auction sale;
- (9) any transfer by a personal representative from a decedent's estate made in the course of the administration of the estate;
- (10) a transfer of title by a bona fide gift to a relative of the transferor or relative of the transferor's spouse, subject to the following:
 - (i) "relatives" means only those relatives set forth in § 267(c)(4) of the Internal Revenue Code of 1986 and all lineal descendants and spouses of those relatives to the extent not already included in that section;
 - (ii) "ancestors" as defined in § 267(c)(4) are limited to the levels of parents and grandparents; and
 - (iii) "lineal descendants" include illegitimate children and step children, and full effect shall be given to legal adoption; and
- (11) (i) a transfer of title in which:
 - (A) the property is listed for sale with a bona fide third-party licensed real estate broker; and
 - (B) the tenant is notified in writing, in accordance with item (ii), that:

1. the right of first refusal under this subtitle does not apply because of the exemption under this subsection;
2. the tenant may negotiate for the purchase of the property on the same basis as other members of the general public; and
3. the tenant may contact the Homeownership Institute in the Department of Housing and Community Development for information about the process of purchasing and financing a home; and

(ii) the notice must be sent to the tenant at his or her last known address, by certified mail, return receipt requested, within 48 hours after the listing of the property with a real estate broker. With the notice to the tenant, the landlord or the real estate broker shall send a copy of all information included in the public offering for sale.

(City Code, 1976/83, art. 13, §52.) (Ord. 79-1228; Ord. 80-140; Ord. 99-422.)

§ 6-8. Penalties.

(a) Criminal penalties.

- (1) In addition to any penalty arising from the making of a false affidavit, if a landlord voluntarily transfers title to a single-family residential rental property without complying with the provisions of this subtitle, he shall be guilty of a misdemeanor and shall be subject to a fine of up to \$500.
- (2) Provided that each failure to comply with a particular provision of this subtitle shall constitute a separate violation of this subtitle and shall be considered a separate offense.

(b) Injunctive relief.

A tenant may seek relief from an appropriate court to restrain or enjoin any violation of the provisions of this law {*subtitle*}.

(City Code, 1976/83, art. 13, §53.) (Ord. 79-1228.)

§ 6-9. Affidavit on transfers to third parties.

(a) Affidavit of compliance required.

In any transfer of real property subject to this law {*subtitle*} to a party other than a tenant, the owner shall file in the land records of Baltimore City an affidavit in the form set forth in Paragraph {*subsection*} (c) below, certifying that the requirements of this subtitle have been met, as a part of the deed conveyance.

(b) Transferee's rights protected.

Where an affidavit has been filed as provided by paragraph {*subsection*} (a) above, the rights and title of a third party transferee, his heirs, successors or assigns shall be free of any restriction or claim arising in favor of a tenant of said property under or through any provision of this subtitle.

(c) *Statements required.*

An affidavit affirming compliance with the requirements of this subtitle shall be filed as provided by paragraph {subsection} (a) above and shall incorporate one of the following statements as appropriate:

(1) Property not occupied by tenant within 6 months of transfer:

“The property known as (street address) in Baltimore City has not been occupied by a tenant since (date).”

(2) Property occupied within last 6 months but tenant cannot be contacted or has not responded to offer of sale:

“The property known as (street address) in Baltimore City, had been let to (name of last tenant), as a single-family residence, and an offer of sale as required by § 6-4(a) of Article 13 of the Baltimore City Code was sent on (date of mailing) to (last known address), being the last address known to me (us) of the aforementioned tenant and I (we) have received no response to said offer of sale.”

(3) Tenant has responded to notice:

“(Name of tenant), being the tenant of the property known as (street address) in Baltimore City, following an offer of sale as required by § 6-4(a) of Article 13 of the Baltimore City Code, sent (date of mailing), has failed to enter into a contract to purchase said property in the manner and time provided by Subtitle 6 of Article 13 of the Baltimore City Code.”

(Add if applicable)

“Notice pursuant to § 6-4(b) of Article 13 of the Baltimore City Code was subsequently sent to said tenant on (date of mailing), and tenant subsequently failed to contract to purchase said property in lieu of (name of third party) within the period of time provided by said § 6-4(b), that period being _____ days.”

(4) Tenant has waived right of first refusal:

“(Name of tenant), being the tenant of the property known as (street address) in Baltimore City, following an offer of sale as required by § 6-4(a) of Article 13 of the Baltimore City Code, sent (date of mailing), has executed a waiver of the right of first refusal in a manner consistent with § 6-6(c) of Article 13 of the Baltimore City Code.”

(d) *Corporate owner.*

Where a property subject to this section is owned by a corporation, the affidavit required by Paragraph {*subsection*} (a) above shall be made by the president and the secretary of the corporation.

(*City Code, 1976/83, art. 13, §54.*) (*Ord. 79-1228.*)

§ 6-10. Severability.

If any provision of this law {*subtitle*} or any section, sentence, clause, phrase, or word or the application thereof, shall in any circumstance be held invalid, the validity of the remainder of the law {*subtitle*} and the application of any such provision, section, sentence, clause, phrase, or word shall not be affected.

(*City Code, 1976/83, art. 13, §55.*) (*Ord. 79-1228.*)

SUBTITLE 7
RESIDENTIAL LEASE REQUIREMENTS

§ 7-1. In general.

After August 1, 1981, any landlord who rents dwelling units by means of written leases shall comply with the following requirements.

(City Code, 1976/83, art. 13, §56(intro).) (Ord. 81-290.)

§ 7-2. Copy of lease to tenant.

A copy of the lease, signed by tenant and landlord, shall be given to tenant at the time of signing of the lease.

(City Code, 1976/83, art. 13, §56(a).) (Ord. 81-290.)

§ 7-3. Information required.

(a) *In general.*

(1) Each residential lease shall contain the following information:

- (i) the name, residence address and telephone number or business address and telephone number of the owner of the property, or
- (ii) the name, residence address and telephone number or business address and telephone number of the person designated under Subtitle 4 of this article as the authorized agent of the owner or managing operator responsible for maintenance and operation of the property and authorized to receive court process on behalf of the owner in connection with the property.

(2) Any owner who is not customarily present in an office in the metropolitan Baltimore area shall include in the lease the information required above for a managing agent.

(b) *Changes.*

(1) Within 10 days of a change in any information required by this section to be contained in a lease, the property owner shall notify the tenant of the change.

(2) The notice shall be sent to tenant by first class mail.

(City Code, 1976/83, art. 13, §56(b).) (Ord. 81-290; Ord. 02-475.)

§ 7-4. Exemptions.

The provisions of this subtitle do not apply to the following:

- (1) rental units in hotels, motels, inns, tourist homes and rooming and boarding houses which are rented primarily to transient guests for a period of less than 14 days, and

(2) rental units in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged, or dormitory owned and operated by an institution of higher education, and

(3) individual rental units which a government unit, agency, or authority owns, operates or manages, and

(4) rental units within the premises occupied by the owner as his residence.

(City Code, 1976/83, art. 13, §56(c).) (Ord. 81-290.)

§ 7-5. Responsibility for compliance.

The owner of the property has primary responsibility for compliance with the provisions of this subtitle.

(City Code, 1976/83, art. 13, §56(d).) (Ord. 81-290.)

§ 7-6. Enforcement by tenant.

A tenant may seek relief from an appropriate court to restrain or enjoin any violation of the provisions of this subtitle.

(City Code, 1976/83, art. 13, §56(f).) (Ord. 81-290.)

§ 7-7. Penalties

Any property owner who leases residential property under a written lease which does not conform to the provisions of this subtitle, or who fails to give a tenant a copy of the lease as provided in this subtitle, shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine of up to \$100 for each violation.

(City Code, 1976/83, art. 13, §56(e).) (Ord. 81-290.)

SUBTITLE 8
RENT INCREASES

§ 8-1. Definitions.

(a) *In general.*

For the purposes of this subtitle, the following words have the meanings indicated.

(b) *Dwelling unit.*

The term “dwelling unit”:

(1) means a room or group of rooms forming a single habitable unit occupied by 1 or more persons, with facilities which are used or intended to be used by the occupants of such units for living, sleeping, eating, and cooking; and

(2) includes any common area needed for the use and enjoyment of the unit.

(c) *Landlord.*

The term “landlord” means an owner, lessor, sublessor, assignee, or agent of any thereof or other person receiving or entitled to receive rents or benefits for the use or occupancy of any dwelling or rooming unit, including any person who has an option to buy or who has entered into a contract to buy any dwelling or rooming unit with the intent to offer such dwelling or rooming unit for rent.

(c) *Rental fee.*

The term “rental fee” means the entire amount of money, money’s worth, benefit, bonus, or gratuity demanded, received, or charged by a landlord as a condition of occupancy or use of a dwelling or rooming unit, its related services, and its related facilities.

(d) *Serious defect.*

The term “serious defect” means a condition which constitutes or, if not promptly corrected, will constitute a fire hazard or a serious and substantial threat to the life, health, or safety of occupants, including, but not limited to:

- (1) lack of heat, of light, electricity, or of hot or cold running water, except where the tenant is responsible for the payment of the utilities and the lack thereof is the direct result of the tenant’s failure to pay the charges; or
- (2) lack of adequate sewage disposal facilities; or
- (3) infestation of rodents in a dwelling unit (except if the property is a 1-family dwelling); or
- (4) the existence of paint containing lead pigment on surfaces within the dwelling unit; or

(5) the existence of any structural defect which presents a serious and substantial threat to the physical safety of the occupants; or

(6) the existence of any condition which presents a health or fire hazard to the dwelling unit.

(e) *Tenant.*

The term “tenant” includes a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits thereof, of any dwelling unit.

(City Code, 1976/83, art. 13, §57(a).) (Ord. 81-280.)

§ 8-2. Rent increase barred — on violation notice not generated by tenant.

(a) *In general.*

When, as a result of any inspection not generated by a tenant complaint, a landlord receives a violation notice citing a serious defect, then the landlord cannot increase the rental fee for those premises until the defects are corrected and the notice abated.

(b) *30 days for repair of serious defects.*

If the serious defects cited in the notice are repaired and the notice abated within 30 days from the date of the expiration of the notice, then the increase in the rental fee shall be deemed to begin, and be fully and finally effective for the balance of the term of the lease, from and after the date of the abatement or at the time of the lease renewal, whichever time comes later.

(c) *60 days for repair of less than serious defects.*

If the defects are less than serious, then they must be repaired within 60 days from the date of the expiration of the notice. If less than serious defects are not repaired within the 60-day period, then the rental fee shall revert to the fee charged at the time of the violation notice.

(d) *Failure to repair timely.*

If the defects are not repaired within the 30-day period for serious defects or the 60-day period for less than serious defects, then the landlord shall be prohibited from increasing the rental fee until 6 months after the date of abatement.

(e) *Extension for certain repairs.*

When the landlord receives notice of exterior violations between October 1 and April 1 for repairs which require an air temperature of 50° F or above, for these defects only the above 60-day period shall be deemed to expire on June 1.

(City Code, 1976/83, art. 13, §57(b).) (Ord. 81-280.)

§ 8-3. Rent increase barred — on violation notice generated by tenant.**(a) *In general.***

When a tenant complaint results in a landlord receiving a violation notice, in order for the limitations and restrictions in § 8-2 above to apply to a landlord, either:

- (1) the written violation notice must be issued more than 60 days before the increase is to take effect; or
- (2) the tenant must have filed a written complaint with the Commissioner, with a copy thereof to the landlord, prior to receiving a rent increase notice.

(b) *When notice presumed received.*

For the purpose of the tenant's rights under this section, any notice of a rent increase is presumed to be received by the tenant no earlier than 60 days prior to the expiration of the lease, unless a lease provides for a longer notice requirement not to exceed 90 days.

(City Code, 1976/83, art. 13, §57(c).) (Ord. 81-280.)

§ 8-4. Landlord's right of review.

The provisions of this subtitle do not limit a landlord's right, under the applicable provisions of the Building, Fire, and Related Codes of Baltimore City, to an administrative review of a violation notice.

(City Code, 1976/83, art. 13, §57(d).) (Ord. 81-280; Ord. 02-475.)

§ 8-5. Enforcement by tenant.

A tenant may seek relief from an appropriate court to restrain or enjoin any violation of the provisions of this law.

(City Code, 1976/83, art. 13, §57(e).) (Ord. 81-280.)

SUBTITLE 9
RENTAL UNITS IN FLOOD PLAINS

§ 9-1. Definitions.

(a) *In general.*

For the purposes of this subtitle, certain words, terms and phrases, and their derivatives, shall be construed and given the meaning specified in this section.

(b) *Flood plain.*

“Flood plain” means a floodway, floodway fringe, approximated flood plain, harbor flood zone, or shallow flood zone as defined and described in the Zoning Code of Baltimore City.

(c) *Landlord.*

“Landlord” means an owner, lessor, sublessor, assignee, any agent thereof or any other person receiving or entitled to receive rents or benefits for the use or occupancy of any residential rental unit within the City of Baltimore.

(d) *Owner.*

“Owner” means any person or entity having legal or equitable title to 1 or more rental units.

(e) *Purchaser.*

“Purchaser” means anyone who purchases 1 or more rental units.

(f) *Tenant.*

“Tenant” means a tenant, subtenant, lessee, sublessee, or other person entitled to the possession of any rental unit owned by another person, and of whom the landlord of said unit has actual knowledge.

(*City Code, 1976/83, art. 13, §59.*) (*Ord. 82-754.*)

§ 9-2. Notice to prospective tenant.

When any part of a rental unit, including the parking area or separate storage area of said unit, is within a flood plain, and the City has notified the landlord of such fact by first class mail, bulk mail or otherwise, or the landlord has received notice of such fact from some other governmental agency, the landlord shall provide any prospective tenant with the following *{notice and}* acknowledgment:

NOTICE TO PROSPECTIVE TENANT

The rental unit you are to occupy or the motor vehicle parking area or separate storage facility you are to use (as the case may be) is situated in an area prone to flooding during unusually heavy or prolonged steady periods of rain. Such flooding may damage personal belongings and motor

vehicles. Because of this possible loss, you may be eligible for U. S. Government subsidized flood insurance on the personal belongings in your unit. In any event, because of this danger of loss of your personal belongings due to flooding, you may wish to consider acquiring flood insurance which may be purchased from some insurance agents.

Damage to motor vehicles may not be covered by such insurance; therefore you may also wish to determine whether or not you have sufficient motor vehicle insurance to cover loss due to damage of your motor vehicle resulting from flooding in this area.

The Baltimore City Department of Planning can provide information pertaining to the susceptibility of this area to flooding. You may wish to contact that Department, at (telephone number), before signing either this acknowledgment or the lease agreement for this rental unit.

ACKNOWLEDGMENT BY PROSPECTIVE TENANT

I acknowledge reading and understanding the foregoing warning concerning flooding. I have been provided time, prior to signing either this acknowledgment or a lease, to contact the Baltimore City Department of Planning concerning the susceptibility of the area around my rental unit to flooding.

Tenant's Signature

(City Code, 1976/83, art. 13, §60.) (Ord. 82-754.)

§ 9-3. Form of notice.

The *{notice and}* acknowledgment required by § 9-2 of this subtitle shall be in printed form utilizing bold face type, set apart from the body of the lease. Said acknowledgment shall provide space for a written acknowledgment that the tenant is cognizant of the flood risk.

(City Code, 1976/83, art. 13, §61.) (Ord. 82-754.)

§ 9-4. Method of presentment.

(a) *Written lease.*

Where there is a written lease between the landlord and tenant, the *{notice and}* acknowledgment required by § 9-2 of this subtitle shall be initialed by both parties and attached in a secure manner to the lease.

(b) *Oral lease.*

Where the lease agreement between the landlord and tenant is oral, the *{notice and}* acknowledgment required by § 9-2 of this subtitle shall be presented to the tenant prior to his agreeing to the lease.

(City Code, 1976/83, art. 13, §62.) (Ord. 82-754.)

§ 9-5. Liability for omission.

Any landlord after receiving notice from the City and/or any other State, Federal, or other agency that the tenant's unit is within a flood plain and who has failed to give the *{notice and}* acknowledgment referred to in § 9-2 of this subtitle shall be liable for actual damages proximately caused by natural flooding.

(City Code, 1976/83, art. 13, §63.) (Ord. 82-754.)

§ 9-6. Warning to current tenants.

Within 90 days of the effective date of this subtitle, a landlord shall furnish all tenants occupying rental units or utilizing parking or separate storage areas within a flood plain with a written notice in the following form:

The rental unit you are occupying or the motor vehicle parking area or separate storage facility you are using (as the case may be) is situated in an area prone to flooding during unusually heavy or prolonged steady periods of rain. Such flooding may damage personal belongings and motor vehicles. Because of this possible loss, you may be eligible for U. S. Government subsidized flood insurance on the personal belongings in your unit. In any event, because of this danger of loss of your personal belongings due to flooding, you may wish to consider acquiring flood insurance which may be purchased from some insurance agents.

Damage to motor vehicles may not be covered by such insurance; therefore you may also wish to determine whether or not you have sufficient motor vehicle insurance to cover loss due to damage of your motor vehicle resulting from flooding in this area.

The Baltimore City Department of Planning can provide information pertaining to the susceptibility of this area to flooding. You may wish to contact that Department.

(City Code, 1976/83, art. 13, §64.) (Ord. 82-754.)

§ 9-7. Affidavit of owner.

Prior to the transfer of title from owner to purchaser of rental units situated in an area prone to flooding during unusually heavy or prolonged steady periods of rain, it shall be a precondition to the payment of the transfer tax imposed by Article 28, Subtitle 17 of the Baltimore City Code that the owner file an averment under penalty of perjury stating that he has notified the purchaser in writing of the possibility of such flooding. Such averment shall be filed with the Director of Finance of Baltimore City.

(City Code, 1976/83, art. 13, §65.) (Ord. 82-754.)

§ 9-8. Landlord's burden of proof.

(a) *In general.*

In any civil action resulting from the provisions of this subtitle, the landlord shall bear the burden of proving that the tenant has been provided with the notice required by either § 9-2 or 9-6 of this subtitle, as the case may be.

(b) *Presumption of compliance — signed notice.*

It shall be a rebuttable presumption that the landlord has satisfied said burden if he can produce said notice with the tenant's signature affixed thereto.

(c) *Presumption of compliance — proof of mailing.*

It shall be a rebuttable presumption that the landlord has satisfied said burden for any tenants who were tenants at the effective date of this subtitle if the landlord can produce a proof of mailing to current tenants of whom the landlord has actual knowledge.

(City Code, 1976/83, art. 13, §66.) (Ord. 82-754.)

SUBTITLE 10
CONDOMINIUMS

§ 10-1. Legislative findings.

(a) *Rental housing shortage.*

The Mayor and City Council of Baltimore hereby finds and declares that a rental housing shortage presently exists in 2 areas of Baltimore City of emergency proportions which has been caused, in large part, by the conversion of rental housing to condominiums. In addition, at the present time the number of conversions to condominium regimes is accelerating at a rapid rate.

(b) *Conversions exacerbating shortage.*

These increasing numbers of conversions exacerbate an already severe shortage of moderate rental housing in the City while the poor economic conditions in the building trades have almost halted the construction of new rental units. As a result, the Mayor and City Council finds that the combination of the conversion of existing rental units and the lack of construction of new rental units has resulted in an extreme scarcity of rental housing in the City and insufficient numbers of rental units available to low and moderate income tenants.

(c) *Hardships on displaced tenants.*

The Mayor and City Council further finds that conversions of rental units has resulted in the displacement of tenants and caused these tenants severe financial and emotional stress in their need to relocate. Studies have shown that elderly and handicapped tenants suffer serious emotional and physical disturbances when they are advised that their buildings are being converted into condominiums.

(d) *Protections required.*

Accordingly, the Mayor and City Council finds that it is in the interests of the public health, safety and general welfare that the following provisions be added to the existing laws.
(City Code, 1976/83, art. 13, §67.) (Ord. 82-777.)

§ 10-2. Definitions.

(a) *In general.*

The following words have the meanings indicated unless their context requires otherwise.

(b) *Commissioner.*

“Commissioner” means the Commissioner of the Department of Housing and Community Development.

(c) *Condominium; condominium regime.*

“Condominium” and “condominium regime” mean property established as a condominium regime under Title 11 of the State Real Property Article.

(d) *Condominium unit; unit.*

(1) “Condominium unit” and “unit” mean a 3-dimensional space identified as such in the declaration and on the condominium plat the boundaries of which are established in accordance with Title 11 of the State Real Property.

(2) A unit may include 2 or more non-contiguous spaces.

(e) *Conversion.*

“Conversion” means the subjection of a property which was previously rental facility to a condominium regime.

(f) *Designated household.*

“Designated household” shall include a household with a senior citizen who:

(1) is at least 60 years old on the date the conversion notice is given, as required by § 11-102.1 of the State Real Property; and

(2) has lived in the household at least 12 months preceding the giving of the notice.

(g) *Developer.*

“Developer” means any person who subjects his/her property to a condominium regime.

(h) *Landlord.*

“Landlord” means:

(1) the owner, the owner’s agent, lessor, or sublessor of the dwelling unit or the property of which it is a part; and

(2) in addition, any person authorized to exercise any aspect of the management of the premises except those persons engaged solely in custodial and maintenance functions.

(i) *Person.*

“Person” means an individual, corporation, partnership, association, organization, or any other legal entity.

(j) *Real Property Article.*

“Real Property Article” means the Real Property Article, Annotated Code of Maryland.

(k) *Rental facility.*

“Rental facility”:

(1) means any structure, or combination of related structures and appurtenances, operated as a single entity, containing 5 or more dwelling units, which the operator thereof provides for; but

(2) shall not be construed to mean:

(i) any transient facility such as boarding houses, tourist homes, inns, motels, hotels, school dormitory, hospitals, *{or}* medical facilities; or

(ii) any facilities operated for religious or eleemosynary purposes.

(City Code, 1976/83, art. 13, §68.) (Ord. 82-777.)

§ 10-3. Notices to City.(a) *Intention to create regime.*

A developer shall file with the Commissioner of the Department of Housing and Community Development a copy of the notice of intention to create a condominium concurrently with the giving of such notice to tenants under § 11-102.1 of the Real Property Article.

(b) *Subjection of property to regime.*

The owner or developer of any property in the City shall give written notice to the Commissioner of the subjection of the property to a condominium regime in the City, concurrently with the recordation of the declaration, by-laws, and condominium plat in the land records of the City under § 11-102 of the Real Property Article.

(c) *Public offering statement.*

The owner or developer shall file with the Commissioner concurrently with filing with the Secretary of State under § 11-127 of the Real Property Article, copies as required by Executive Regulation of the public offering statement described in § 11-126 of the Real Property Article, and copies of all amendments thereto.

(City Code, 1976/83, art. 13, §69.) (Ord. 82-777.)

§ 10-4. Designated areas.

The provisions of this subtitle shall apply only to the designated areas which are bounded by the following streets, the boundary streets to be included:

(1) The Northwest District is that area bounded by the following streets:

Beginning at the intersection of Roland Avenue and the City line, south on Roland Avenue to the intersection of Roland and Northern Parkway, then west on Northern Parkway to the intersection of Northern Parkway and Western Maryland Railroad and then north along the Western Maryland Railroad right-of-way to the intersection of the right-of-way and the City line.

(2) The Central District is that area bounded by the following streets:

Beginning at the intersection of Charles Street and Wyndhurst, west on Wyndhurst to the intersection of Wyndhurst and Keswick, then south on Keswick to the intersection of Keswick and Cold Spring Lane, then west on Cold Spring Lane to the intersection of Cold Spring Lane and Evans Chapel Road, south on Evans Chapel Road to the intersection of Evans Chapel Road and 41st Street, then east on 41st Street to 40th Street, then east on 40th Street to the intersection of 40th Street and Keswick, then south on Keswick to 39th Street, east on 39th Street to Tudor Arms Avenue, north on Tudor Arms Avenue to the intersection of University Parkway and Tudor Arms Avenue, then south on University Parkway to the intersection of University Parkway and Charles Street, then south on Charles Street to the intersection of Charles Street and Art Museum Drive, west on Art Museum Drive to the intersection of Howard Street and Art Museum Drive, then south on Howard Street to the intersection of Howard and Baltimore Streets, then east on Baltimore Street to the intersection of Baltimore and Guilford Avenue, then north on Guilford Avenue to the intersection of Guilford Avenue and University Parkway, then north on University Parkway to the intersection of University Parkway and Greenway, then north on Greenway to Charles Street, then north on Charles Street to the intersection of Charles and Wyndhurst.

(City Code, 1976/83, art. 13, §70.) (Ord. 82-777.)

§ 10-5. Extended leases.

(a) *Designated households entitled.*

Designated household, as defined in § 11-137 of the Real Property Article, shall be entitled to an extended lease, beyond the 3-year period provided by State law, for a period of no less than 3 additional years. This additional 3-year period shall also apply to any tenant who received a 3-year extension pursuant to State law during the period July 1, 1981 through October 24, 1982.

(b) *Limitation on rent increase.*

Any increase in the rental fee for each of these additional 3 years shall not exceed an amount determined by multiplying the annual rent for the preceding year by the percentage increase for the rent component of the U.S. Consumer Price Index for urban wage earners and clerical workers (CPI-W)(1967=100), as published by the U.S. Department of Labor, for the most recent 12-month period.

(City Code, 1976/83, art. 13, §71.) (Ord. 82-777; Ord. 84-209.)

§ 10-6. Substantial rehabilitation.

If a conversion to condominium involves substantial rehabilitation or reconstruction of a unit, before a designated household can be required to vacate that unit the developer must obtain certification from the Commissioner of Housing and Community Development that the rehabilitation will constitute a danger to the health and safety of the tenants.

(City Code, 1976/83, art. 13, §72.) (Ord. 82-777.)

§ 10-7. Applicability of subtitle.

The provisions of this subtitle and of § 11-137 of the Real Property Article shall apply to all rental facilities containing 5 or more units.

(City Code, 1976/83, art. 13, §73.) (Ord. 82-777.)

§ 10-8. Complaints; penalties; enforcement.**(a) *Complaints to Commissioner.***

- (1) Any person subjected to any unlawful practice as set forth in this subtitle may file a complaint in writing with the Commissioner of the Department of Housing and Community Development.
- (2) The Commissioner of the Department of Housing and Community Development is hereby authorized and directed to receive complaints filed pursuant to this subtitle and to conduct such investigations and hearings as he deems necessary.

(b) *Actions by Commissioner.*

Whenever it is determined by the Commissioner of the Department of Housing and Community Development that there has been a violation of this subtitle the Commissioner is authorized to commence with 1 or more of the following procedures:

- (1) attempt to conciliate the matter by conference or otherwise and secure a written conciliation agreement; or
- (2) seek a written assurance of discontinuance which shall be signed by the developer and the Commissioner; or
- (3) refer the matter to the City Solicitor for injunctive or other appropriate legal action.

(d) *Penalties.*

Any owner or developer who violates any provision of this subtitle shall be guilty of a misdemeanor and upon conviction shall be subject to a fine of not more than \$500 or imprisonment for a period of not more than 6 months, or both.

(e) *Injunctive action.*

In addition to any criminal or other penalty herein provided, injunctive or other appropriate action or proceeding to correct a violation of this subtitle may be instituted by the City Solicitor and any court of competent jurisdiction may issue restraining orders, temporary or permanent injunctions or other appropriate forms of relief.

(f) *Other rights preserved.*

Nothing herein shall prevent any person from exercising any right or seeking any remedy to which such person might otherwise be entitled or from filing an appropriate complaint with a court of law or equity.

(City Code, 1976/83, art. 13, §74.) (Ord. 82-777.)

§ 10-9. Extended lease benefits; income eligibility.*(a) Income eligibility figure.*

Effective July 1, 1983 the income eligibility figure applicable to designated households seeking an extended lease under the provisions of this subtitle and of § 11-137 of Title 11, the Maryland Condominium Act, of the Real Property Article, Annotated Code of Maryland, shall be the income eligibility figure prepared annually by the Secretary of State for the Baltimore Standard Metropolitan Statistical Area.

(b) Section applies Citywide.

The provisions of this section shall apply throughout the City, whether the dwelling is within or without a designated area as defined in § 10-4 above.

(City Code, 1976/83, art. 13, §75.) (Ord. 83-944.)

DIVISION III: VACANT LOTS; PEEP SHOW ESTABLISHMENTS**SUBTITLE 11
REGISTRATION OF VACANT LOTS****§ 11-1. Definitions.****(a) *In general.***

In this subtitle, the following terms have the meanings indicated.

(b) *Building.*

“Building” means a structure or edifice of any kind constructed for the shelter, support, or enclosure of persons, animals, chattels, or operations.

(c) *Lot.*

“Lot” means an individual parcel of real property or a portion of a block, identified by a symbol, number, or mark given in accordance with Article VII, § 40(b) of the City Charter and shown on a block plat filed among the records of the Department of Public Works.

(d) *Owner.*

(1) “Owner” has the meaning stated in § 202.2.11 of the Property Maintenance Code, except as provided in paragraph (2) of this subsection.

(2) “Owner” does not include a governmental entity or an instrumentality or unit of a governmental entity.

(e) *Vacant.*

“Vacant” means unimproved by an assessed building.

(*City Code, 1976/83, art. 13, §58(e).*) (*Ord. 82-642; Ord. 04-832.*)

§ 11-2. Registration required.**(a) *Owner to register annually.***

By September 1 of each year, the owner of a vacant lot that is assessed for \$100 or more must file a registration statement with the Commissioner on a form to be provided by the Commissioner.

(b) *Registration fee.*

(1) The annual registration fee is \$25 for each vacant lot, with a maximum fee of \$5,000 for all lots titled to the same owner of record.

(2) This fee must be paid at the time of registration.

(c) *Purchaser to register on acquisition.*

A new owner of a vacant lot must, at the time of acquisition:

(1) file a registration statement; and

(2) pay the annual registration fee, unless that fee already was paid by the prior owner.
(*City Code, 1976/83, art. 13, §58(a)-(c).*) (*Ord. 82-642; Ord. 04-832.*)

§ 11-3. Information required with registration.

(a) *In general.*

The registration statement shall contain the following information:

- (1) a description of the premises by street number or otherwise, in such manner as to enable the Commissioner to find the same;
- (2) the name and address of the owner of record, and in addition, if the owner is a corporation, the name and address of the resident agent thereof; *{and}*
- (3) the name and residence or business address of a natural person 18 years of age or older, who is customarily present in an office in the City for the purposes of transacting business or who resides within the City, and who shall be designated by the owner as his authorized agent for receiving notices of violations relating to the property and for receiving court process on behalf of such owner in connection with the enforcement of ordinances relating to the property.

(b) *Owner-agent.*

An owner who is a natural person and who meets the requirement of this section as to location of residence or place of transacting business, may designate himself as agent.

(c) *Post-office box insufficient.*

For purposes of this section a post office box does not suffice as an address.

(d) *Notice of change of agent or address.*

The Commissioner must be notified within 10 days of any change in the agent designated in accordance with subsection (a) above or in the agent's address.
(*City Code, 1976/83, art. 13, §58(d).*) (*Ord. 82-642.*)

§ 11-4. Interest and late fees.

(a) *In general.*

If an owner fails to pay the registration fee imposed by this subtitle within 30 days of the date on which it is due, the owner is liable for the following, in addition to the registration fee:

(1) interest at the rate of 1% for each month or fraction of a month that the registration fee is overdue; and

(2) a late fee at the rate of 1% for each month or fraction of a month that the registration fee is overdue.

(b) *Remedy not exclusive.*

The interest and late fee imposed by this section are in addition to any other penalties authorized by law.

(c) *Unpaid sum a personal debt and lien.*

(1) All registration fees, interest, and late fees provided for in this section are a personal debt owed by the owner of the vacant lot.

(2) These fees and interest:

(i) are a lien in favor of the Mayor and City Council of Baltimore on the vacant lot; and

(ii) may be collected or enforced the same as any other debts or liens due to or in favor of the Mayor and City Council of Baltimore.

(City Code, 1976/83, art. 13, §58(g).) (Ord. 82-642; Ord. 04-832.)

§ 11-5. Criminal penalties.

(a) *In general.*

Any violation of the provisions of this subtitle shall be deemed a misdemeanor, and upon conviction therefor, any such owner shall be punishable by a fine of up to \$300 for each day of violation.

(b) *Notice not required.*

Any owner of a vacant lot subject to this subtitle, who shall fail to file a registration statement as required by this section, shall be liable for said penalty without notice.

(City Code, 1976/83, art. 13, §58(f).) (Ord. 82-642.)

SUBTITLE 12
{RESERVED}

SUBTITLE 13
LICENSING OF PEEP SHOW ESTABLISHMENTS

§ 13-1. Definitions.

(a) *In general.*

In this subtitle, the following terms have the meanings indicated.

(b) *Commissioner.*

“Commissioner” means the Commissioner of Housing and Community Development or the Commissioner’s designee.

(c) *Peep show establishment.*

(1) *In general.*

“Peep show establishment” means a building or any part of a building that contains 1 or more peep show devices.

(2) *Exclusions.*

“Peep show establishment” does not include a theater for the production and viewing of the performing arts or motion pictures, as described in § 303.1 (Assembly Group A-1) of the City Building Code.

(d) *Peep show device.*

(1) *In general.*

“Peep show device” means any device operated for commercial purposes in which:

- (i) motion picture or slide films are projected or viewed on a screen or through a viewer;
or
- (ii) viewed images are exhibited by means of the projection of internal electronic reflection of motion-picture or slide films.

(2) *Exclusions.*

“Peep show device” does not include television that reflects externally transmitted images.

(e) *Person.*

(1) *In general.*

“Person” means:

- (i) an individual;
- (ii) a receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind; and
- (iii) a partnership, firm, association, corporation, or other entity of any kind.

(2) *Exclusions.*

“Person” does not include a governmental entity or an instrumentality or unit of a governmental entity.

(Ord. 02-475.)

§ 13-2. {Reserved}

§ 13-3. License and compliance required.

No person may operate a peep show establishment unless the person:

- (1) obtains a license from the Commissioner for the operation of the establishment, and
- (2) complies with the provisions of this subtitle.

(Ord. 02-475.)

§ 13-4. License term; fee.

(a) *Term*

Each license issued under this subtitle expires on December 31 of each year.

(b) *Fee.*

- (1) The annual fee for the license is \$100 for each peep show device in the establishment.
- (2) This fee is in addition to any other fees chargeable by the City under City Code Article 15 {“Licensing and Regulation”}.
- (3) This fee is non-refundable, even if the establishment discontinues operation or is sold, given away, or otherwise disposed of.

(Ord. 02-475.)

§ 13-5 Investigation of applicant.

The Commissioner must investigate each applicant for a new or renewal license to determine that:

- (1) the applicant did not knowingly make a material misstatement in the application; and
- (2) the establishment and its operation will comply with:

(i) the building, fire, electrical, health, plumbing, and zoning requirements of the City, and

(ii) all other applicable laws.

(Ord. 02-475.)

§ 13-6. Issuance of license.

The Commissioner must issue or renew the license if, on investigation, the Commissioner finds that all the requirements of this subtitle are met.

(Ord. 02-475.)

§ 13-7. Denial of license.

(a) *In general.*

The Commissioner may deny an application if, after the applicant has been given the opportunity for a hearing, the Commissioner finds that any requirement of this subtitle is not met.

(b) *Notice of reasons.*

The Commissioner must notify the applicant in writing of the reasons for the denial.

(Ord. 02-475.)

§ 13-8. Revocation or suspension of license.

(a) *In general.*

The Commissioner may suspend or revoke any license issued under this subtitle if, after the licensee has been given the opportunity for a hearing, the Commissioner finds that:

(1) the licensee knowingly made a material misstatement on the application for the issuance or renewal of the license; or

(2) the establishment or its operation is in violation of:

(i) any building, fire, electrical, health, plumbing, or zoning requirement of the City; or

(ii) any other applicable law.

(b) *Notice of decision.*

(1) The Commissioner must notify the licensee in writing of the reasons for the suspension or revocation.

(2) The notice must be mailed to the licensee at the address given on the most-recent application for a license.

(c) *12-month bar.*

No person who has had a license revoked may obtain a new license at any time within 12 months from the date of the revocation.

(Ord. 02-475.)

§ 13-9. Hearings.

(a) *In general.*

Before the Commissioner denies, suspends, or revokes any license or license renewal, the Commissioner must notify the applicant or licensee in writing that a hearing will be held to determine whether grounds exist for the denial, suspension, or revocation.

(b) *Notice.*

The notice must:

- (1) be mailed to the applicant or licensee, at the address given on the most-recent application, at least 5 days before the scheduled hearing; and
- (2) include the date, time, and place of the hearing.

(c) *Respondent's rights at hearing.*

At the hearing, the applicant or licensee may:

- (1) have the assistance of counsel;
- (2) appear by counsel; and
- (3) present evidence.

(d) *Failure to appear.*

If the applicant or licensee fails to appear at the hearing, in person or by counsel, the evidence of the grounds for the denial, suspension, or revocation are considered un rebutted.

(Ord. 02-475.)

§ 13-10. {Reserved}

§ 13-11. Device permit tags.

(a) *In general.*

No person may operate a peep show establishment unless every peep show device in the establishment:

- (1) is plainly marked with a serial number; and

(2) has attached to it a permit tag issued by the Commissioner.

(b) *Tag requisites.*

A permit tag:

(1) must be affixed conspicuously to each device;

(2) must remain so affixed until:

(i) a new or different permit tag is issued for that device; or

(ii) the license for the establishment is suspended or revoked; and

(3) may not be transferred from 1 person to another or from 1 device to another.

(Ord. 02-475.)

§ 13-12. {Reserved}

§ 13-13. Building and construction requirements.

(a) *In general.*

Every peep show establishment must comply with the building and construction requirements of this section, in addition to any other applicable requirements of the City Building Code.

(b) *Booth construction.*

Each booth in which a peep show device is located must be constructed of:

(1) not less than 1-hour fire-resistive material; or

(2) other materials approved by the Fire Department.

(c) *Booth Size.*

(1) Each booth in which a peep show device is located must contain at least 24 square feet.

(2) The viewing area must be of a size and arrangement that will assure the inability of more than 1 person to use the device at the same time.

(d) *Aisle widths.*

The aisles of any room in which a peep show device is located must be at least 36 inches wide.

(e) *Ingress and egress.*

For each room in which a peep show device is located, ingress and egress must be provided by:

(1) at least 2 doorways that are each at least 36 inches wide; or

(2) 1 doorway that meets all of the requirements of the Building Code and other ordinances and regulations of the City for 1 exit.

(f) *Doorways to be unlocked and signed.*

(1) Every doorway that provides ingress to a room in which a peep show device is located must remain unlocked during business hours.

(2) Every doorway that provides egress from a room in which a peep show device is located must be provided with an internally illuminated exit sign.

(g) *Light levels.*

A light level sufficient to insure clear visibility and to permit patrons to read a newspaper must be maintained in every area of a peep show establishment to which the public is admitted.

(Ord. 02-475.)

§ 13-14. Number of devices.

(a) *In general.*

The number of peep show devices may not exceed the maximum occupancy load permitted in the room or the partitioned part of a room in which the devices are located.

(b) *Posting.*

The maximum number of peep show devices permitted in any room must be conspicuously posted at the entrance to that room.

(Ord. 02-475.)

§ 13-15. {Reserved}

§ 13-16. Enforcement.

In addition to any other remedy provided in this subtitle or otherwise by law, this subtitle may be enforced by the Commissioner in the manner provided in § 104 of the City Building Code.

(Ord. 02-475.)

§ 13-17. Penalties.

(a) *In general.*

Any person who violates any provision of this subtitle is guilty of a misdemeanor and, on conviction, is subject to a fine of not more than \$500 for each violation.

(b) *Each day a separate offense.*

Each day that a violation continues is a separate offense.
(*Ord. 02-475.*)

SUBTITLES 14 TO 15
{RESERVED}

DIVISION IV: REGULATION OF CONSTRUCTION SERVICES**SUBTITLE 16
GAS APPLIANCES AND PIPING****§ 16-1. Approval criteria.**

To be approved for installation in Baltimore City, appliances, accessories and equipment must:

- (1) be listed by a nationally recognized testing agency such as the American Gas Association, Inc., Laboratories and Underwriters Laboratories, Inc., qualified and equipped for experimental testing and maintaining an adequate periodic inspection of current production of listed models and whose listing states that the appliance, accessory or equipment complies with nationally recognized safety requirements or has been tested and found safe for use in a specified manner; or
- (2) comply with American National Standards Approval or Listing Requirements covering safe operation, substantial and durable construction and acceptable performance and be registered with the Commissioner of Housing and Community Development of Baltimore City.

(City Code, 1976/83, art. 13, §58(f).) (Ord. 82-642.)

§ 16-2. Registration of appliances.**(a) Applications.**

- (1) Application shall be made to the Commissioner of Housing and Community Development of Baltimore City and the applicant shall furnish such information and certificates and cause such tests to be conducted as may be required by the Commissioner to secure proper registration and identification of any appliance, accessory, equipment, sample or model thereof; and before such application shall be approved by the Commissioner he shall determine whether such appliance, accessory, equipment, sample or model thereof described therein conforms to the rules and regulations and specifications hereinafter provided for in § 16-8(a)(1) hereof.
- (2) In connection with such application, the applicant shall file evidence satisfactory to the Commissioner that such appliance, accessory, equipment, sample or model thereof has been examined and tested and found to comply with the rules, regulations, specifications, and requirements as provided for in § 16-8(a)(1). The Commissioner shall not register the appliance, accessory, equipment, sample or model thereof described in said application, unless it shall appear that it conforms to said rules, regulations and specifications, and meets such tests as the Commissioner may prescribe.

(b) Identification.

All appliances, accessories or equipment shall bear an identification number or designation which may be the manufacturer's regular trade name and model number, and when applied for by such manufacturer, it shall be stated in the application for registration, provided that nothing contained in this ordinance shall be construed to apply to appliances, accessories or equipment

used for strictly experimental purposes or for strictly industrial use as may be defined in the rules, regulations and specifications, as provided for in § 16-8(a)(1) hereof.

(c) *Noncompliance.*

If the Commissioner determines that the appliance, accessory or equipment described in any such application for registration does not conform to said rules, regulations and specifications, or if he is not satisfied with the application, he shall notify the applicant forthwith, stating his reasons therefor.

(City Code, 1976/83, art. 13, §35.) (Ord. 80-025.)

§ 16-3. Examination of equipment.

(a) *Commissioner may examine.*

The Commissioner of Housing and Community Development of Baltimore City may at any time cause an examination to be made of any appliance, accessory, or equipment.

(b) *Notice of noncompliance.*

If it shall be found, upon such examination, that such appliance, accessory, or equipment does not comply with the rules, regulations, and specifications, as provided for in § 16-8(a)(1) hereof, or is otherwise unsafe the Commissioner shall notify the registrant, installer, or seller wherein said appliance, accessory, or equipment does not conform to said rules, regulations, and specifications, or wherein it is otherwise unsafe.

(c) *Opportunity to correct.*

The said registrant, installer or seller shall be accorded reasonable opportunity to conform the appliance, accessory, or equipment to said rules, regulations, and specifications, or to correct within a reasonable time the hazardous feature or features thereof.

(d) *Failure to correct.*

(1) If the registrant, installer, or seller shall not within a reasonable time conform the appliance, accessory, or equipment to said rules, regulations, and specifications, or correct the hazardous feature or features of the appliance, accessory, or equipment, the Commission shall cancel the registration of said appliance, accessory, or equipment and notify the registrant, installer, or seller in writing that, after the expiration of 10 days, no such appliance, accessory, or equipment shall be installed, sold, or offered for sale in the City of Baltimore.

(2) Provided that any action of cancellation taken by the Commissioner shall not be construed to prohibit the former registrant from reapplying for registration, in which event all the provisions relating to original applications shall apply.

(City Code, 1976/83, art. 13, §36.) (Ord. 80-025.)

§ 16-4. Cancellation of registration.*(a) When authorized.*

The Commissioner of Housing and Community Development of Baltimore City is authorized to cancel the registration of any model of appliance, accessory, or equipment if any of the rules, regulations, and specifications, as provided for in § 16-8(a)(1) hereof, are violated in the design or performance of any such model or sample.

(b) Hearing.

Provided that no cancellation shall be made without the registrant being first accorded an opportunity of a hearing and to show cause why the registration should not be cancelled and, upon the decision, after hearing by the Commissioner, that such rules, regulations, and specifications are being violated and the application should be cancelled, cancellation shall be effective 10 days after the decision of the Commissioner.

(City Code, 1976/83, art. 13, §37.) (Ord. 80-025.)

§ 16-5. Gas tubing instruments.

Appliances, accessories and equipment herein referred to shall be construed to include instruments for use in connection with gas tubing or appliances which affect the normal and regular use of such tubing or appliances without said device, such as economy devices, accessories, solid tops, and other such equipment which is intended to be used in conjunction with self-contained appliances and which cannot be considered as a gas consuming appliance.

(City Code, 1976/83, art. 13, §38.) (Ord. 80-025.)

§ 16-6. Information.

Any person, firm, or corporation may, without charge, secure from the Commissioner of Housing and Community Development of Baltimore City, information regarding the registration with the said Commissioner of any appliance, accessory, or equipment.

(City Code, 1976/83, art. 13, §39.) (Ord. 80-025.)

§ 16-7. Establishment of Gas Appliance Board.*(a) Composition.*

(1) There is hereby established a Board to be known as “The Gas Appliance Board of Baltimore City”, said Board to consist of 5 members:

- (i) 1 of whom shall be the Commissioner of Housing and Community Development of Baltimore City ex officio;
- (ii) 1 of whom shall be the Director of Construction and Building Inspection of Baltimore City ex officio;
- (iii) 1 of whom shall be the Commissioner of Health of Baltimore City ex officio; and

(iv) 2 of whom shall be appointed by the Mayor.

- (2) One of the latter 2 must be a representative of the Baltimore Gas & Electric Company of Baltimore, and the other must be a Master Plumber who must also be a Registered Gas Fitter of Baltimore City.

(b) *Compensation.*

The members of the Board shall receive no compensation for their services hereunder.

(c) *Chair.*

The Mayor shall designate one of the members of the Board as Chairman.

(d) *Recommendation of Board of Estimates.*

The Board of Estimates of Baltimore City has heretofore by Resolution recommended the creation of "The Gas Appliance Board of Baltimore City".
(*City Code, 1976/83, art. 13, §40.*) (*Ord. 80-025; Ord. 99-526.*)

§ 16-8. Duties of Gas Appliance Board.

(a) *In general.*

In order to safeguard and protect the health and safety of the people of Baltimore City, the Board is hereby authorized and empowered to:

- (1) make, adopt and promulgate rules, regulations, and specifications governing the design, construction, and performance of all appliances, accessories, or equipment and/or samples or models thereof for use with, by, or for the combustion of gas as distributed and/or sold in the City of Baltimore, provided that all rules, regulations, and specifications so made, adopted, and promulgated shall be pursuant to but not in conflict with the provisions of this subtitle;
- (2) develop and administer examinations, testing applicants' knowledge of the trade and work of gas fitting; *{and}*
- (3) require, in cases of specific types of gas appliances where the Board deems that public safety warrants it, that persons, including those already registered as Master Gas Fitters and Gas Fitters of Baltimore City, who engage in the installation of such appliances, shall qualify to the Board by additional examinations as having the necessary skill and facilities to perform such work. There shall be no charge for such additional examination.

(b) *Considerations; testing.*

- (1) The Board in making and adopting said rules, regulations, and specifications may consider the rules regulations, and specifications established by the American National Standard Institute, or any other rules, regulations, and specifications relating to said subject.

- (2) Whenever the Board shall determine that it is necessary and/or desirable to test in a laboratory or testing agency any appliance, accessory, or equipment offered for registration, in order to determine whether or not the same complies with the rules, regulations, or specifications prescribed by the Board under the authority of this subtitle, the Commissioner of Housing and Community Development of Baltimore City is hereby authorized to direct said tests to be made by the laboratories of either the United States Bureau of Standards, the Johns Hopkins University, the American Gas Association, or any other laboratory or testing agency approved by the Commissioner; and the Commissioner is hereby further authorized and directed to require the costs of such tests to be paid in advance by the applicant of registration.

(City Code, 1976/83, art. 13, §41.) (Ord. 80-025.)

§ 16-9. Registration and examination of gas fitters.

(a) *Registration required.*

- (1) The installation of gas piping and gas appliances shall be made by a “Master Gas Fitter of Baltimore City” or by a “Journeyman Gas Fitter of Baltimore City” under the supervision of a “Master Gas Fitter of Baltimore City”, both of whom shall be registered as specified below.
- (2) Every person or at least 1 member of every firm, or 1 officer of every corporation doing or contracting to do gas fitting work shall be registered as a “Master Gas Fitter”.
- (3) Every gas fitter working as a “Journeyman Gas Fitter” shall have a “Journeyman Gas Fitter” registration card.
- (4) “Master Gas Fitter” cards shall be issued to individuals and not to a firm or corporation. A “Master Gas Fitter” may represent only 1 firm or corporation.

(b) *Qualifications for Master Gas Fitter.*

- (1) Before being registered as a “Master Gas Fitter” the applicant must furnish satisfactory evidence that the applicant has worked at the gas fitting trade for at least 2 years as a “Journeyman Gas Fitter”.
- (2) The applicant shall be required to take a written examination testing the applicant’s knowledge of the gas fitting regulations.
- (3) If a passing grade of at least 75% is achieved the applicant will be subjected to an oral examination which may be accompanied by a practical demonstration.
- (4) The applicant must pass both the oral examination and practical demonstration, if given, to qualify as a “Master Gas Fitter”.

(c) *Qualifications for Journeyman Gas Fitter.*

- (1) Before being registered as a “Journeyman Gas Fitter” the applicant must furnish satisfactory evidence that:

- (i) he or she has worked at the gas fitting trade for at least 2 years and has attended the gas fitting school sponsored by the Baltimore Gas and Electric Company or an equivalent school; or
 - (ii) he or she has worked at the gas fitting trade exclusively for at least 1 year with a company that provides theoretical and practical training in an approved training program.
- (2) The applicant shall be required to take a written examination testing the applicant's knowledge of the gas fitting regulations.
- (3) If a passing grade of at least 75% is achieved, the applicant will be qualified as a "Journeyman Gas Fitter".
- (d) *Waiver of test requirement.*

In lieu of the above testing requirements, a Master Gas Fitter license or a Journeyman Gas Fitter license may be issued to an applicant:

- (1) who has passed an examination, given by a county or municipality in the State of Maryland, which the Board deems requires the same degree of competency, skill and achievement in the gas fitting field that is required by Baltimore City; and
- (2) who has an active license issued by the examining county or municipality and furnishes written verification from the county or municipality that he or she has been actively engaged in business for not less than 1 year immediately prior to the date of filing said application; and
- (3) the county or municipality reciprocates by issuing licenses of a similar class to licensed gas fitters of Baltimore City, authorizing such licensees to do the same type of work within that county or municipality.

(City Code, 1976/83, art. 13, §42.) (Ord. 80-025; Ord. 82-703.)

§ 16-10. Fees for examination and license.

(a) *Examination fees.*

The following charges shall be made to cover the cost of examination:

- | | |
|-----------------------------------|------|
| (1) Master Gas Fitter License | \$25 |
| (2) Journeyman Gas Fitter License | \$15 |

(b) *License fees.*

The following charges for licenses are:

- | | |
|-----------------------------------|------|
| (1) Master Gas Fitter License | \$75 |
| (2) Journeyman Gas Fitter License | \$25 |

(c) *License year; renewal fees.*

The license year for all licenses shall run from January 1 through December 31 and renewal fees are as above.

(City Code, 1976/83, art. 13, §43.) (Ord. 80-025; 89-308.)

§ 16-11. Renewal of licenses.

All persons who are registered pursuant to the provisions of this subtitle shall have their gas fitter license for Baltimore City renewed annually on January 1 without the necessity for reexamination upon the payment of \$75 for Master Gas Fitter or \$25 for Journeyman Gas Fitter.

(City Code, 1976/83, art. 13, §44.) (Ord. 80-025; 89-308.)

§ 16-12. Lapse of registration.

(a) *Reinstatement — within 6 months.*

Any Master or Journeyman Gas Fitter of Baltimore City who allows his or her registration to lapse may reapply for reinstatement and at the discretion of the Gas Appliance Board of Baltimore City be reinstated upon the payment of the renewal fee.

(b) *Reinstatement — after 6 months.*

However, after a 6-month lapse, the applicant will be treated as a new applicant and will be subjected to the same examination as new applicants and be required to pay the same fees.

(c) *Lapse after testing.*

Any person who has qualified for any gas fitter license but who has not applied for registration within 6 months of being tested shall be required to be retested before a license is issued and pay the applicable examination fee.

(City Code, 1976/83, art. 13, §45.) (Ord. 80-025.)

§ 16-13. Suspension of registration.

(a) *When authorized.*

Whenever the work of a registered gas fitter of Baltimore City is believed to be unsatisfactory after inspection, or if a gas fitter shall violate any of the rules and regulations promulgated by the Board, his registration may be suspended or revoked by the Commissioner of Housing and Community Development of Baltimore City upon written notice by said Commissioner to such gas fitter that a hearing will be accorded him on a certain day to show cause why such suspension or the revocation should not be made, and after the hearing, the Commissioner may suspend temporarily or revoke permanently the registration of any such gas fitter.

(b) *Reapplication.*

Provided, that whenever the license shall have been revoked permanently, the person shall not be prohibited from reapplying, but such new application shall not be made in a less period than that designated by the Commissioner from the date of permanent revocation, and all of the provisions for original applications shall be applicable.

(City Code, 1976/83, art. 13, §45A.) (Ord. 80-025.)

§ 16-14. Permits for installation of gas piping and gas appliances.

Only registered Master Gas Fitters of Baltimore City may apply and receive permits to install gas piping and gas appliances.

(City Code, 1976/83, art. 13, §45B.) (Ord. 80-025.)

§ 16-15. Duties of Health Commissioner.

Inasmuch as the purpose of this subtitle is to safeguard the people of Baltimore City:

- (1) the Commissioner of Health of Baltimore City is directed to report any condition which he believes to be hazardous due to the use of any appliance, accessory, or equipment with, by or for the combustion of gas as distributed and/or sold in the City of Baltimore to the Commissioner of Housing and Community Development of Baltimore City; and
- (2) the Commissioner of Housing and Community Development is hereby directed to obtain the advice of the Commissioner of Health in any matter in which he deems that such advice may promote the safety and health of the people of Baltimore.

(City Code, 1976/83, art. 13, §45C.) (Ord. 80-025.)

§ 16-16. Penalties.

Any person, firm, or corporation violating any of the provisions of this subtitle shall be subject to prosecution, and upon conviction shall be subject to a fine of not less than \$5 nor more than \$100 for each offense.

(City Code, 1976/83, art. 13, §45D.) (Ord. 80-025.)

SUBTITLE 17
BOARD OF ELECTRICAL EXAMINERS AND SUPERVISORS

§ 17-1. Definitions.

(a) *In general.*

In this subtitle the following words have the meanings indicated.

(b) *Master electrician.*

“Master electrician” means any person, firm, and corporation engaged in the business of, or holding themselves out to the public as engaged in the business of, installing, erecting, or repairing, or contracting to install, erect, or repair electric wires or conductors, to be used for the transmission of electric current for electric light, heat, or power purposes, or moulding, ducts, raceways, or conduits for the reception or protection of such wires or conductors, or to any electrical machinery, apparatus, devices, or fixtures to be used for electric light, heat, or power purposes.

(c) *Master electrician, restricted.*

“Master electrician, restricted” means any person holding a license limited to servicing and installing electrical services and allied components no larger than 150 amperes-110/220 volt capacity restricted to a single phase operation to be used for electric light, heat, or power purposes in dwellings that do not contain more than 3 dwelling units.

(d) *Restricted electrician.*

“Restricted electrician” means any person holding a license, or applying for a license, entitling such person or applicant to install, maintain, and repair the particular type or types of electrical equipment specified in the license.

(e) *Maintenance electrician.*

“Maintenance electrician” means any person, firm, or corporation engaged in the work of maintaining, servicing, and/or repairing any kind of electrically operated or controlled apparatus, device, equipment, appliance, or machinery, after the original electrical installations have been made by a master electrician licensed by the Board and approved by inspection authorities.

(f) *Board.*

“Board” means the Board of Electrical Examiners and Supervisors of Baltimore City.
(*City Code, 1976/83, art. 13, §76.*) (*Ord. 83-931.*)

§ 17-2. Board.**(a) Composition.**

- (1) The Board shall be composed of 6 members and shall be a part of the Department of Housing and Community Development.
- (2) Of the 6 Board members:
 - (i) 1 shall be the Commissioner of Housing and Community Development or his representative, ex officio;
 - (ii) 3 shall be practicing master electricians licensed in the City of Baltimore, 1 of whom shall be a member of the International Brotherhood of Electrical Workers Local Union No. 24; and
 - (iii) 2 members shall be from the general public.
- (3) The Commissioner or his representative shall not have a vote.
- (4) All appointments to the Board shall be made without regard to political affiliation.

(b) Appointment.

Members of the Board shall be appointed by the Mayor under the provisions of Article IV, § 6 of the Baltimore City Charter.

(c) Residency.

Each member shall be a resident of Baltimore City during his entire term.

(d) Term; vacancies.

- (1) The term of the members is 4 years concurrent with the Mayor's term of office.
- (2) Should any vacancy occur from any cause during the term of any member, the Mayor shall appoint a person from the categories above provided, to fill such vacancy.
- (3) In no event shall any member of the Board be appointed for more than 2 consecutive full terms.

(e) Removal.

The Mayor has the power to remove any member of the Board under the provisions of Article IV, § 6 of the Baltimore City Charter.

(f) *Officers.*

- (1) The Mayor shall appoint one member of the Board to act as chairperson to serve as chairperson at the pleasure of the Mayor.
- (2) The members of the Board may elect other officers and adopt such rules and bylaws for the transaction of business of the Board as they may deem expedient.

(g) *Compensation.*

Each member of the Board shall receive compensation as provided in the Ordinance of Estimates.

(h) *Meetings; duties.*

- (1) The Board shall meet at least twice a month and shall hold special meetings as frequently as the proper and efficient discharge of its business shall require.
- (2) The Board shall adopt such rules and regulations for the examination of master or maintenance electricians as herein defined, and for the maintaining or servicing or the placing, installing, and operating electrical wires, appliances, apparatus, or construction in, upon, and about buildings in the City of Baltimore.
- (3) The Board shall give timely notice of meetings.
- (4) The Board shall give in writing to the chief of the municipal electrical inspectors of Baltimore City a detailed statement of all the licenses issued, renewed or revoked at any meeting of the Board.

(5) The Board may adopt rules and regulations to carry out the provisions of this subtitle. (*City Code, 1976/83, art. 13, §77.*) (*Ord. 83-931; Ord. 99-526.*)

§ 17-3. Licensing required.

(a) *In general.*

Before any person, firm, or corporation shall hereafter engage or continue to engage in the work or business of a master or maintenance electrician in Baltimore City, as defined in this subtitle, such person, firm or corporation shall apply to the Board for a license, and the Board shall provide the applicant with the prescribed forms.

(b) *Exceptions.*

This section shall not apply to any person, firm or corporation engaged in the repair and maintenance of electrical appliances and electrical home utilities insofar as making minor adjustments and repairs necessary in connection with the installation and repair of electrical appliances and utilities.

(*City Code, 1976/83, art. 13, §78(a), (e).*) (*Ord. 83-931.*)

§ 17-4. Qualifications of applicants.**(a) *Age.***

Applicants must be at least 21 years old.

(b) *Experience — general.*

An applicant for examination for a master electrician license shall have been regularly and principally employed or engaged in electrical construction, maintenance, installation and repair of all types of electrical equipment and apparatus, all coming within the purview of and subject to all provisions of this subtitle, for a period of not less than 7 years preceding the date of his application, under the direction and supervision of a master electrician, 3 years of which he supervised or was actively in charge of the electrical installation work.

(c) *Experience — credit for schooling.*

The Board may credit the maximum of 3 years for formal course study or professional training in electrical installation which, in the opinion of the Board, provided comparable experience in training otherwise attainable under the supervision of a master electrician or while employed by a government agency.

(City Code, 1976/83, art. 13, §78(b)(1).) (Ord. 83-931.)

§ 17-5. Applications for license.**(a) *In general.***

The application shall be filed with the Board at least 30 days prior to the examination months.

(b) *False statements.*

A false, erroneous, or misleading statement made in an application is cause for rejection of the application or revocation of a license issued to the applicant.

(City Code, 1976/83, art. 13, §78(b)(2), (3).) (Ord. 83-931.)

§ 17-6. Appeal to board of arbitration.**(a) *Authorized.***

Any person whose application for license shall have been rejected by the Board shall have the right to appeal to a board of arbitration, which shall consist of 1 person selected by the person making the appeal, 1 person selected by the Board herein created, and these 2 to select a 3rd person.

(b) *Board decision final.*

The decision of said board of arbitration or a majority of them shall be final and binding upon all parties to said appeal.

(c) *Fee for arbitration costs.*

A reasonable fee toward covering the cost of arbitration shall be paid by the appellant but shall be refunded if the appellant prevails.

(City Code, 1976/83, art. 13, §78(b)(4).) (Ord. 83-931.)

§ 17-7. Examinations.

(a) *Fee.*

The applicant shall pay the prescribed examination fee and shall appear before the Board at the time and place fixed by the Board. Any applicant who fails to appear for a scheduled examination is subject to filing a new application and the payment of the fee.

(b) *When held.*

Examinations for master, master restricted, or maintenance electricians shall be held on or about the 2nd Saturday of April and October.

(c) *Type; passing grade.*

(1) The examination will consist of written questions in practical electricity and the Baltimore City and National Electric Codes.

(2) A grade of 70% is required for passing.

(d) *Reexaminations.*

(1) An applicant who fails to pass an initial examination is eligible for any succeeding examination.

(2) An applicant who fails to pass 2 or more examinations is not eligible for another examination within 12 months from the date of the last failed examination.

(3) Separate applications and examination fees are required for each examination.

(City Code, 1976/83, art. 13, §78(c).) (Ord. 83-931.)

§ 17-8. Maintenance electricians.

(a) *Persons providing services to public.*

Any person, firm, or corporation who does not hold a master electrician license and rendering a service to the public to maintain, service, and/or repair any kind of electrically operated or controlled equipment, etc., must have at least 1 representative licensed as a maintenance electrician who is responsible to the Board for all employees under his supervision.

(b) *Persons doing own maintenance, etc.*

- (1) Any person, firm, or corporation doing its own maintenance, service, and/or repairs, on its own premises, must have at least 1 representative so licensed who is responsible to the Board for all employees working under his or their supervision.
- (2) Premises requiring a licensed representative unless they hold a master electrician license are: factories, industrial plants, department stores, theatres, public halls, office buildings, apartment houses, schools, arenas, and any other occupancy (other than private dwelling houses, doing their own maintenance service, and/or repairs) doing its own maintenance, service, and/or repairs.
- (3) Each license so issued shall designate which kinds of apparatus or equipment the licensed representative is qualified to maintain, service and/or repair.

(City Code, 1976/83, art. 13, §78(d).) (Ord. 83-931.)

§ 17-9. Surety bond.

(a) *Required.*

Every person, firm, or corporation before receiving a master electrician's license shall make, execute, and deliver to said Board a good and sufficient bond to be approved by said Board, in the name of the City of Baltimore, in the sum of \$2,500, the bond to be conditioned upon the faithful performance of any and all work entered upon or contracted for by said master electrician, and to save harmless the owner, or real party in interest in the property for which any such material is furnished, or services performed against loss, damage, and injury which shall arise through want of skill, or through the failure to use suitable or proper material in the performance of any work contracted for or undertaken by said master electrician, or his or its agents or employees.

(b) *Limitations period.*

An action may be maintained thereon in the name of such owner or real party in interest only if commenced within 1 year from and after the date of the installation of the materials furnished or performance of such work or service.

(c) *"Grandfathers".*

Those licensees who are automatically "grandfathered" into City licensing from state licensing have 10 days from the date thereof (May 1, 1983 or July 1, 1983) within which to file the required bond, and their City license is valid during this period.

(City Code, 1976/83, art. 13, §79(i).) (Ord. 83-931; Ord. 84-010; Ord. 90-628.)

§ 17-10. License issuance, renewal; fees.

(a) *Initial issuance.*

The first master, master restricted, or maintenance electrician's license will be issued to a successful applicant upon payment of the proper license fee and receipt of a signed license application form.

(b) *Renewals.*

- (1) Renewals may be obtained by an application to the Board and payment of the renewal fee during a period of 3 months preceding the expiration of the license.
- (2) All persons registered as electricians in Baltimore City on April 30, 1983, and on June 30, 1983, are automatically licensed under this subtitle for the period May 1, 1983, or July 1, 1983, through December 31, 1983, without payment of a fee, and are subject to all its applicable provisions.

(c) *Inactive license.*

- (1) A licensee who holds a valid electrical license from the Board may be classified as inactive status, during which time he shall not install, maintain, service, or repair electrical wires, conductors, or apparatus for heat, light, or power purposes.
- (2) The licensee may retain his license on an inactive basis upon payment of an annual renewal fee.
- (3) A bond must be secured in order for the licensee to return to active status.

(d) *Terms and renewals.*

- (1) All licenses expire as of January 1 of each year, and are subject to a renewal fee.
- (2) Any person, firm, or corporation who desires to renew a license after the expiration date but prior to March 1 will be subject to a payment of a delinquent fee of \$35.
- (3) Any person, firm, or corporation who fails to renew a license by March 1 of any year shall be treated as a new applicant and will be subjected to the same exam as new applicants and be required to pay the same fees.
- (4) Any person, firm, or corporation which renews its license between January 1, 1984 and March 1, 1984 shall not be subject to a renewal fee and shall not be required to take the same examination as a new applicant.

(e) *Fees.*

The following charges shall be made:

- | | |
|---|------|
| (1) Examination | \$35 |
| (2) New Master and Master Restricted License | \$75 |
| (3) New Restricted License | \$75 |
| (4) New Maintenance License | \$50 |
| (5) Renewal of Master and Master Restricted License | \$75 |

(6) Renewal of Restricted License	\$75
(7) Renewal of Maintenance License	\$50
(8) Reciprocal License:	
(i) Master	\$75
(ii) Master Restricted	\$75
(iii) Restricted	\$75
(iv) Maintenance	\$50
(9) License Transfer:	
(i) Master	\$35
(ii) Master Restricted	\$35
(iii) Restricted	\$35
(iv) Maintenance	\$25

(City Code, 1976/83, art. 13, §79(a)-(e).) (Ord. 83-931; Ord. 84-010; Ord. 90-628.)

§ 17-11. Display of license.

Any and all persons granted a license or renewal of same shall display the same in a conspicuous place in the office or place of business of such licensee.

(City Code, 1976/83, art. 13, §79(g).) (Ord. 83-931; Ord. 84-010; Ord. 90-628.)

§ 17-12. License not assignable.

No license or renewal of same granted or issued under the provisions of this subtitle shall be assignable or transferable, and every license and renewal of same shall specify the name of the person, firm, or corporation to whom it is issued, and in the case of a corporation, the principal officer or the designated representatives of said corporation, through whom the application for the said license was made.

(City Code, 1976/83, art. 13, §79(h).) (Ord. 83-931; Ord. 84-010; Ord. 90-628.)

§ 17-13. Suspensions and revocations.

The Board shall have full power to suspend for not more than 90 days or revoke for proper cause any license or renewal of the same after a full hearing of all parties in interest.

(City Code, 1976/83, art. 13, §79(f).) (Ord. 83-931; Ord. 84-010; Ord. 90-628.)

§ 17-14. Application of subtitle.**(a) *In general.***

Nothing in this subtitle shall be construed to prevent any person from doing or performing the kinds of work of master, master restricted, or maintenance electrician, as herein defined, provided that such work is performed under the direction and supervision of a duly licensed master or maintenance electrician; but no such work shall be performed excepting under such direction and supervision of a duly licensed master or maintenance electrician, and the said licensed electrician shall be responsible for any and all work so done under his direction and supervision.

(b) *Exceptions under law.*

The provisions of this subtitle shall not apply:

(1) to journeymen electricians or apprentices while such journeymen or apprentices are practicing their trade of journeymen electrician or apprentice; nor

(2) to any public service companies subject to regulation by the Public Service Commission.
(*City Code, 1976/83, art. 13, §80(a), (c).*) (*Ord. 83-931.*)

§ 17-15. Penalties.

Any person, firm, or corporation who shall practice or engage or continue in the work of a master or maintenance electrician without having complied with all the provisions of this subtitle, and any person not licensed as master or maintenance electrician who shall do or perform any such work except under the direction of a master or maintenance electrician, and any person having been licensed as a master or maintenance electrician and who shall fail to renew his license as herein provided and shall do or perform any such work, or who shall violate any of the provisions of this subtitle, shall be guilty of a misdemeanor and, upon conviction thereof, shall be sentenced to pay a fine of not less than \$25 nor more than \$500 or to an imprisonment not exceeding 90 days, or both, in the discretion of the Court, and any such conviction shall ipso facto revoke and annul any license that may have been issued to such person.

(*City Code, 1976/83, art. 13, §80(b).*) (*Ord. 83-931.*)

SUBTITLE 18
ON-SITE UTILITY CONTRACTORS

§ 18-1. Definitions.

(a) *In general.*

In this subtitle, the following terms have the meanings indicated.

(b) *Commissioner.*

“Commissioner” means the Commissioner of Housing and Community Development or the Commissioner’s designee.

(c) *On-site utility contractor.*

“On-site utility contractor” means any person doing or contracting to do any on-site utility work.

(d) *On-site utility work.*

(1) *In general.*

“On-site utility work” means the installation of and operations on a building sanitary sewer, building storm water sewer, or water service pipe, and any of their appurtenances, on premises:

(i) from the connection at the property line or, for private water and sewage disposal systems, from the connection at the well or septic tank,

(ii) to:

(a) a point at least 5 feet from the foundation wall of any structure on the property; or

(b) if the foundation wall is within 5 feet of the property line, to the foundation wall.

(2) *Exclusions.*

“On-site utility work” does not include a single utility connection for a 1-family dwelling.

(e) *Person.*

(1) *In general.*

“Person” means:

(i) an individual;

(ii) a receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind; and

(iii) a partnership, firm, association, corporation, or other entity of any kind.

(2) *Exclusions.*

“Person” does not include a governmental entity or an instrumentality or unit of a governmental entity.

(Ord. 02-475.)

§ 18-2. {Reserved}

§ 18-3. On-Site Utility Contractors Board.

(a) *Board established.*

There is an On-Site Utility Contractors Board of Baltimore City.

(b) *Composition.*

The Board consists of the following 5 members:

(1) the Commissioner or designee;

(2) the Director of Construction and Buildings Inspection or designee;

(3) the Director of Public Works or designee;

(4) a member, appointed by the Mayor, who is an on-site utility contractor licensed by the City and resides in or has a place of business in the City; and

(5) a member, appointed by the Mayor, who is a master plumber licensed by the State, has at least 2 years’ experience in utility construction, and resides in or has a place of business in the City.

(c) *Appointments to be nonpartisan.*

Appointments to the Board are to be made without regard to the appointee’s political affiliation.

(d) *Compensation; expenses.*

The appointed members serve without compensation, but they are entitled to reimbursement for expenses necessarily incurred in the performance of their duties.

(e) *Board chair.*

The Commissioner serves as the Board’s chair.

(Ord. 02-475.)

§ 18-4. General authority of Board.

To safeguard the health and safety of the people of the City, the Board may:

- (1) adopt rules, regulations, and specifications governing the qualification and licensing of on-site utility contractors in the City;
- (2) develop and administer examinations to test an applicant's knowledge of on-site utility work, if the Board considers testing necessary in a particular case;
- (3) accept applications for licensure as an on-site utility contractor;
- (4) issue, deny, suspend, and revoke licenses as necessary or appropriate; and
- (5) hold hearings on proposed denials, suspensions, and revocations.

(Ord. 02-475.)

§ 18-5. Health Commissioner to consult.

The Commissioner of Health or the Commissioner's representative must consult with the Board as necessary from time to time.

(Ord. 02-475.)

§ 18-6. {Reserved}**§ 18-7. License required.**

No person may perform or directly supervise any on-site utility work in the City unless licensed to do so under this subtitle.

(Ord. 02-475.)

§ 18-8. Only individuals to be licensed.

(a) *In general.*

The license may be issued only to an individual and not to a firm or corporation.

(b) *Company representatives.*

For every firm or corporation doing or contracting to do on-site utility work, a license must be obtained:

(1) by at least 1 member of the firm or 1 officer of the corporation; and

(2) by every on-site supervisor of the on-site utility work.

(Ord. 02-475.)

§ 18-9. Qualifications for license.*(a) Board to set.*

An applicant for a license must furnish evidence satisfactory to the Board that the applicant meets the qualifications set by the Board.

(b) Minimum standards.

These qualifications must:

- (1) be comparable to the prequalification criteria set for contractors in Baltimore City and neighboring jurisdictions; and
- (2) include, but not be limited to, at least 2 years' experience in the installation of building sanitary sewer, building storm water sewer, and water service pipe utilities.

(c) Additional considerations.

The Board may consider, but not give conclusive weight to, the fact that an applicant:

- (1) possesses a current on-site utility contractor's license, or its equivalent, issued by another political subdivision of this State; or
- (2) is an officer or employee of a firm or corporation currently prequalified with the City to perform Category B utilities construction work.

(Ord. 02-475.)

§ 18-10 Bonds.*(a) Required.*

Before any person may be issued an on-site utility contractors license, the person must deliver to the Commissioner a good and sufficient bond satisfactory to the Commissioner, in the name of the City of Baltimore.

(b) Amount and tenor.

The bond must be:

- (1) for the amount of \$2,500; and
- (2) conditioned on:
 - (i) the contractor's faithful performance of all work done or contracted for by the on-site utility contractor; and

- (ii) the contractor's indemnifying and saving harmless the City and the owner or real party in interest of the property for which any material is furnished or services performed against loss, failure to use suitable material, or failure to properly perform any work contracted for or undertaken by the contractor and any agent or employee of the contractor.

(c) *Limit of liability.*

An action may be maintained on the bond only if it is brought within 1 year after the date of the installation of the material or performance of the work or service.

(Ord. 02-475.)

§ 18-11. License fee and term.

(a) *Fee.*

The license fee is \$150, payable at the time of application.

(b) *Term.*

The license expires annually on December 31.

(Ord. 02-475.)

§ 18-12. Renewal of license.

A license may be renewed annually, on or before December 31, on payment of a renewal fee of \$150.

(Ord. 02-475.)

§ 18-13. License non-assignable; single-company representation.

(a) *License non-assignable.*

A license issued under this subtitle is neither assignable nor transferrable.

(b) *Single-company representation.*

A licensee may represent only 1 firm or corporation at any one time.

(Ord. 02-475.)

§ 18-14. Lapsed license.

(a) *Reinstatement allowed.*

Any person who allows his or her license to lapse may apply for reinstatement and, at the discretion of the Board, may be reinstated on payment of the renewal fee.

(b) *6-month limit.*

However, after a lapse of 6 months or more, the former licensee will be treated as a new applicant, subject to the same requirements as new applicants.

(Ord. 02-475.)

§ 18-15. {Reserved}

§ 18-16. Suspensions, revocations, denials.

(a) *In general.*

The Board may suspend or revoke an on-site utility contractors license or deny the renewal of a license for just cause.

(b) *Just cause.*

Just cause for suspension, revocation, or denial includes, but is not limited to:

- (1) failure to provide the required bond;
- (2) violation of any material provision of the City Building Code or any other board, City, State, or federal law, ordinance, rule, or regulation;
- (3) unsatisfactory work or negligence, incompetence, or misconduct in the performance of on-site utility work;
- (4) fraud, deceit, or misrepresentation in the performance of any work or in obtaining or renewing a license, permit, or bond;
- (5) selling, lending, or otherwise permitting any improper use of a license or permit; or
- (6) failure to notify the Board of current address.

(Ord. 02-475.)

§ 18-17. Hearing.

(a) *Board to provide.*

Before suspending, revoking, or denying the renewal of a license, the Board must provide the licensee with an opportunity for a hearing on the matter.

(b) *Notice.*

At least 5 days before the hearing, the Board must notify the licensee, by certified or registered mail, of:

- (1) the nature of the alleged violation; and

(2) the time and place of the hearing.

(c) *Decision.*

(1) The Board must issue a written decision, stating its reasons, within 10 days of the hearing.

(2) In its decision, the Board may order that the license be:

- (i) suspended for a specified term of up to 90 days;
- (ii) suspended indefinitely, until the licensee gives evidence satisfactory to the Board that the condition for which the license was suspended has been corrected and will not recur;
- (iii) revoked, in which case application for reinstatement may not be made until 6 months after the revocation;
- (iv) not renewed under the same conditions as those specified above for a suspension or revocation; or
- (v) continued in full force.

(Ord. 02-475.)

§ 18-18. {Reserved}

§ 18-19. Enforcement.

In addition to any other remedy provided in this subtitle or otherwise by law, this subtitle may be enforced by the Commissioner in the manner provided in § 104 of the City Building Code.

(Ord. 02-475.)

§ 18-20. Penalties.

(a) *In general.*

Any person who violates any provision of this subtitle is guilty of a misdemeanor and, on conviction, is subject to a fine of not more than \$500 for each violation.

(b) *Each day a separate offense.*

Each day that a violation continues is a separate offense.

(Ord. 02-475.)

SUBTITLES 19 TO 20
{RESERVED}

SUBTITLE 21
REGISTRATION OF LICENSED SERVICE PROVIDERS

§ 21-1. Definitions.

(a) *In general.*

In this subtitle, the following terms have the meanings indicated.

(b) *Commissioner.*

“Commissioner” means the Commissioner of Housing and Community Development or the Commissioner’s designee.

(c) *Person.*

(1) *In general.*

“Person” means:

- (i) an individual;
- (ii) a receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind; and
- (iii) a partnership, firm, association, corporation, or other entity of any kind.

(2) *Exclusions.*

“Person” does not include a governmental entity or an instrumentality or unit of a governmental entity.

(d) *Service provider.*

“Service provider” means any person doing business in this City as:

- (1) a master plumber;
- (2) a gas fitter;
- (3) a heating, ventilation, air-conditioning, or refrigeration contractor; or
- (4) a home improvement contractor.

(Ord. 02-475.)

§ 21-2. {Reserved}

§ 21-3. Registration required.

Every service provider must:

(1) register with the Commissioner;

(2) provide the Commissioner with:

(i) the address of his or her place of business; and

(ii) the name under which the business is carried on; and

(3) give immediate notice to the Commissioner of any change in that information.

(Ord. 02-475.)

§ 21-4. Registration fees.

For the registration of a service provider under this subtitle, the fee is as \$25.

(Ord. 02-475.)

§ 21-5. {Reserved}**§ 21-6. Penalties.**

Any person who violates any provision of this subtitle is guilty of a misdemeanor and, on conviction, is subject to a fine of not more than \$500 for each violation.

(Ord. 02-475.)